

December 03, 2013
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Cecil Aska
Vice Mayor Pat Landes
Commissioner Mick McCallister
Commissioner Jim Sands
Commissioner Michael Ryan
City Manager Gerald Smith
Assistant City Manager Cheryl Beatty
City Attorney Catherine Logan
City Clerk Tyler Ficken

1. 7:00 P.M. - CALL TO ORDER

- a. Moment of silence
- b. Pledge of Allegiance

2. PUBLIC COMMENT: The Commission requests that comments be limited to a maximum of five minutes for each person.

3. CONSENT AGENDA: All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

- [a.](#) Consideration of Appropriations Ordinance A-23-2013 dated November 13, 2013 to November 26, 2013 in the amount of \$1,437,458.90.
- [b.](#) Consideration of November 19, 2013 City Commission Minutes.
- [c.](#) Consideration and approval of Payroll #22, #23 and #24 for the month of November.
- [d.](#) Consideration of the purchase of three Police vehicles
- [e.](#) Consideration and Approval of a Lease Termination Agreement with Nextel West Corporation at the Spruce Street Water Tower

4. SPECIAL PRESENTATIONS:

- [a.](#) Presentation of Life Saving Award to Mr. Monte McWilliams, Mr. Ace Thompson and Officer Brad Diel on behalf of the Junction City Police Department.
Presented by Mayor Aska and Police Chief Tim Brown.

5. PUBLIC HEARING:

- [a.](#) Public Hearing for discussion of amendments to the 2013 budget.

6. NEW BUSINESS:

- [a.](#) Consideration of 2013 budget amendment.
- [b.](#) Adoption of Ordinance G-1134, a new code for Animal Control in Junction City, Chapter 215 of City Code.
- [c.](#) Consideration of economic development agreement amendment with Ventría.
- [d.](#) Consideration of a Letter of Understanding with the Kansas Bioscience Authority.
- [e.](#) Consideration and Approval of the Award of Bid for the Purchase of Portable Vehicle Lifts within the Department of Public Works – to Roberts Truck Center.

7. EXECUTIVE SESSION:

- a. Move to recess into executive session under KSA 75-4319(b)(13)(C) for discussion of matters relating to the security measures of a public body or agency, public building of facility or the information system of a public body or agency.
- [b.](#) Consideration of R-2741 Junction City building security plans.

8. COMMISSIONER COMMENTS:

9. STAFF COMMENTS:

10. ADJOURNMENT:

Backup material for agenda item:

- a. Consideration of Appropriations Ordinance A-23-2013 dated November 13, 2013 to November 26, 2013 in the amount of \$1,437,458.90.

City of Junction City

City Commission

Agenda Memo

December 3rd 2013

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: City Commissioners
Subject: Consideration of Appropriation Ordinance A-23 dated--Nov 13th 2013-
Nov 26th in the amount of \$ 1,437,458.90

Background: Attached is listing of the Appropriations for ---Nov 13th-Nov 26th 2013

Appropriations ---Nov 13th-Nov 26th 2013

ACH Payments

Veolia	\$249,316.44
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DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	FEDERAL WITHHOLDING	26,671.66
			11/15/13	SOCIAL SECURITY WITHHOLDIN	5,196.94
			11/15/13	MEDICARE WITHHOLDING	3,451.44
		ING LIFE INSURANCE & ANNUITY COMPANY	11/15/13	ING	3,243.15
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	11/15/13	FIREFIGHTERS AID ASSOCIATI	125.00
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	3,389.43
			11/15/13	PHS EMPLOYEE	3,430.16
			11/01/13	PHS EMP/CHILD	977.08
			11/15/13	PHS EMP/CHILD	977.08
			11/01/13	PHS EMP/SPOUSE	1,227.91
			11/15/13	PHS EMP/SPOUSE	1,227.91
			11/01/13	PHS FAMILY #2	291.84
			11/15/13	PHS FAMILY #2	291.84
			11/01/13	PHS FAMILY #3	690.22
			11/15/13	PHS FAMILY #3	690.22
			11/01/13	PHS EC 3000	170.62
			11/15/13	PHS EC 3000	170.62
			11/01/13	PHS FAMILY 3000	1,518.73
			11/15/13	PHS FAMILY 3000	1,518.74
		JAN HAMILTON, CH.13 TRUSTEE-	11/15/13	12-41834	600.00
		CARVER & BLANTON SHEA	11/15/13	GARNISHMENT	389.40
		CITY OF JUNCTION CITY	11/01/13	CITY OF JUNCTION CITY (G-F	40.00
			11/01/13	CITY OF JUNCTION CITY (G-F	5.00
			11/15/13	CITY OF JUNCTION CITY (G-F	45.00
			11/01/13	TELEPHONE REIMBURSEMENT	25.50
			11/15/13	TELEPHONE REIMBURSEMENT	25.50
			11/01/13	TELEPHONE REIMBURSEMENT	199.57
			11/15/13	TELEPHONE REIMBURSEMENT	199.57
		KANSAS PAYMENT CENTER	11/15/13	GARNISHMENT	546.62
			11/15/13	GARNISHMENT	290.77
			11/15/13	KANSAS PAYMENT CENTER	603.39
		JAY W. VANDER VELDE	11/15/13	JAY W VANDER VELDE	195.65
		W H GRIFFIN, TRUSTEE	11/15/13	12-22755-13	682.62
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC VOLUNTARY BENEF	697.18
			11/15/13	CITY OF JC VOLUNTARY BENEF	697.18
			11/01/13	CITY OF JC BEFORE TAX	1,119.10
			11/15/13	CITY OF JC BEFORE TAX	1,119.10
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	637.61
			11/15/13	DELTA DENTAL OF KANSAS	626.95
		FIREMEN'S RELIEF ASSOCIATION	11/15/13	FIREMANS RELIEF	222.00
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	11/15/13	I.A.F.F. LOCAL 3309	1,029.00
		JCPOA	11/15/13	JCPOA	760.00
		KANSAS DEPT OF REVENUE	11/15/13	STATE WITHHOLDING	8,684.47
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	1,653.99
			11/15/13	KP&F	12,764.41
			11/15/13	KPERS #2	2,143.07
		CITY OF JC FLEX SPENDING ACCT 1074334	11/15/13	FLEX SPENDING-1074334	2,082.02
		POLICE & FIREMEN'S	11/01/13	POLICE & FIRE INSURANCE	1,292.01
			11/15/13	POLICE & FIRE INSURANCE	1,292.01
		ROLLING MEADOWS GOLF COURSE	11/15/13	ROLLING MEADOWS GOLF COURS	26.04
		UNITED WAY OF JUNCTION CITY-GEARY COUN	11/15/13	UNITED WAY	183.64
		MISC JUNCTION CITY HOUSING	11/21/13	13-04093 01-TYLER-GRANT,LA	188.00
				TOTAL:	96,326.96
GENERAL FUND	GENERAL FUND	COLLECTION BUREAU OF KANSAS INC	11/21/13	WATER-OCT 2013 COL FEES	366.48
		GEARY COUNTY PUBLIC WORKS	11/12/13	VEOLIA-OCT 2013-WW/WP	414.60

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
TOTAL:					781.08
INFORMATION TECHNOLOGY GENERAL FUND		IMAGING OFFICE SYSTEMS, INC	11/08/13	Onbase Annual Maintenance	8,052.23
		CARD CENTER	10/31/13	MB Rewire - Phase VI & V	3,463.83
			10/31/13	GESO - Jail Commissary Mon	118.57
			10/31/13	GESO - Openfox 2nd Monitor	118.57
			10/31/13	Monitor - 3 ea	355.69
			10/31/13	GESO - JAIL Commissary Com	745.19
			10/31/13	Dining - VMware Training K	11.15
			10/31/13	Hotel - VMware Training KC	489.40
			10/31/13	Dining - VMware Training K	7.88
			10/31/13	Dining - VMware Training K	22.27
			10/31/13	Nexus - Channel 3 Disk	968.00
			10/31/13	Dining - VMware Training K	6.39
			10/31/13	Dining - VMware Training K	10.86
			10/31/13	Dining - VMware Training K	45.45
			10/31/13	Dining - VMware Training K	5.63
			10/31/13	Dining - VMware Training K	6.82
			10/31/13	Dining - VMware Training K	12.22
			10/31/13	Dining - VMware Training K	6.04
			10/31/13	Dining - VMware Training K	4.34
			10/31/13	Travel - Spiceworld 2013	25.00
			10/31/13	GESO - Openfox Video Card	56.84
			10/31/13	Video Card - AD_AP_Clerk	56.83
TOTAL:					14,589.20
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	643.34
			11/15/13	MEDICARE WITHHOLDING	150.45
		GEARY COUNTY HEALTH DEPT.	11/15/13	4TH QTR TAX DISNT	27,250.00
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	195.04
			11/15/13	PHS EMPLOYEE	195.02
			11/01/13	PHS EMP/SPOUSE	50.88
			11/15/13	PHS EMP/SPOUSE	50.88
			11/01/13	PHS FAMILY 3000	25.44
			11/15/13	PHS FAMILY 3000	25.44
		GCH RURAL HEALTH CLINIC	11/15/13	IMMUNIZATION AND DRUG SCRE	315.00
		TELEPLUS SOLUTIONS	11/15/13	Lower Rates / Switch to Co	451.15
			11/15/13	FAX Server DID Trunk Cost	73.38
		SEMINOLE ENERGY SERVICES, LLC	11/21/13	700 N JEFF-GAS-OCT 2013	93.59
		CORYELL INSURORS, INC.	11/22/13	SAMANTHA DICKERSON NOTARY	50.00
		DOCUMENT RESOURCES, INC.	11/13/13	SHRED SERVICES	45.50
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	34.00
		UNIVERSITY CONFERENCE OFFICE	11/18/13	2013 MASTER MUNICIPAL CLER	280.00
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	23.76
			11/15/13	DELTA DENTAL OF KANSAS	45.36
			11/01/13	DELTA DENTAL OF KANSAS	26.26
			11/15/13	DELTA DENTAL OF KANSAS	26.26
		GOVERNMENT FINANCE OFFICERS ASSOCIATIO	11/26/13	2014-SCHNURR AND BEATTY DU	340.00
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	326.54
			11/15/13	KPERS #2	534.11
		LEAGUE OF KANSAS MUNICIPALITIES	11/14/13	KACM FALL CONFERENCE REGIS	195.00
		TMHC SERVICES, INC.	10/31/13	RANDOM NON DOT TESTS	360.00
			11/15/13	RANDOM DOT TEST	78.75
		MONTGOMERY COMMUNICATIONS INC	11/13/13	DIFF BALANCE FORWARD/PMT R	12.00-
			11/13/13	R-2735	216.87
			11/13/13	G-1135	26.42

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/13/13	REQ FOR PROP FOR AUDITORS	66.46
			11/13/13	3RD QTR TREASURERS REPT 20	169.85
		CARD CENTER	11/07/13	MENARDS-WALLPAPER	47.88
			11/07/13	WATERS-PICTURE HANGING STR	12.98
			11/07/13	MCCORMICK&SCHMICK-RESTAURA	32.50
			11/07/13	AMERICAN AIRLINES-BAGGAGE	25.00
			11/07/13	MINGS-RESTAURANT	10.00
			11/07/13	MINGS-RESTAURANT	55.00
			11/07/13	SUBWAY-RESTAURANT	6.38
			11/07/13	DC VIP-CAB-GROUND TRANSPOR	14.27
			11/07/13	TAXI-GROUND TRANSPORTATION	13.79
			11/07/13	AMERICAN AIRLINES-BAGGAGE	25.00
			11/07/13	AMERICAN AIRLINES-MAIN CAB	37.99
			11/07/13	AMERICAN AIRLINES-BAGGAGE	25.00
			11/07/13	CROWNE PLAZA-LODGING	941.19
			11/07/13	CROWNE PLAZA-LODGING	941.19
			11/07/13	CROWNE PLAZA-LODGING	986.19
			11/07/13	WALMART-PAGE FLAGS	5.25
			11/08/13	WATERS-PAINT	43.18
			11/08/13	WALMART-PAINT	10.94
			11/08/13	HOME LUMBER-PROPERTY SALE	64.46
			11/08/13	WALMART-PAINTING SUPPLIES	12.44
			11/07/13	BOX N SHIP-SENDING PER DOC	27.74
			11/07/13	BOX N SHIP-PERS DOC THOMAS	9.30
			11/07/13	WALMART-LTNG 6FT&MICR SYN	27.93
			11/07/13	AMAZON-WIRELESS KEYBOARD	43.75
			11/07/13	AMAZON-MOPHIE	169.88
			11/07/13	AMAZON-IPAD CASE	42.99
			11/07/13	AMAZON-THREE MONITORS GRAP	324.35
			11/07/13	BEST BUY-LED MONITOR	299.97
			11/07/13	WATERS-MOUNT CABLE AND ALM	16.28
			11/07/13	AMAZON-TRIPLE MONITOR MOUN	252.98
			11/08/13	PANERA BREAD-MEALS	19.06
			11/08/13	KTA TOLLS-TOLL	1.25
			11/08/13	ROOM 39-MEALS	84.70
			11/08/13	MARRIOTT-ROOM	258.24
			11/08/13	MARRIOTT-ROOM	258.24
			11/08/13	KTAG-TRAVEL	15.00
			11/08/13	KTA TOLLS-TOLL	1.25
			11/08/13	VALIDITY SCREEN-CITY MNG S	165.50
		LATHROP & GAGE LLP	11/07/13	GENERAL LABOR & EMPLOYMEN	3,045.65
		WEST PAYMENT CENTER	11/21/13	OCT 1 2013-OCT 31 2013	206.50
				TOTAL:	40,933.94
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	211.36
			11/15/13	MEDICARE WITHHOLDING	49.43
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	508.77
			11/15/13	PHS EMPLOYEE	508.77
		C & K CONSTRUCTION	11/07/13	AS, THERMOSTAT, IGN CONT	496.76
		NEKOLOCKS	11/13/13	LOCKS BASEMENT DOOR M BUIL	230.00
			11/13/13	MAGNETIC LOCK IN MUNI BUIL	545.00
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	25.82
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	21.60
			11/15/13	DELTA DENTAL OF KANSAS	21.60
			11/01/13	DELTA DENTAL OF KANSAS	21.88
			11/15/13	DELTA DENTAL OF KANSAS	21.88

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		GEARY COUNTY PUBLIC WORKS	11/12/13	UNLEADED	320.74
			11/12/13	FUEL SURCH.96.9 GAL @ .08	7.75
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	112.17
			11/15/13	KPERS #2	202.56
		CARD CENTER	11/08/13	HARD RAIL FOR CITY HALL	27.65
			11/08/13	PUTTY KNIFE & PATCH MB	9.28
			11/08/13	NAILS OUTSIDE CRNER MB	13.19
			11/08/13	FOLDING DOOR PINE BOARD MB	41.19
			11/08/13	FLUO TUBE MB	7.58
			11/08/13	ECO LAMP	63.60
			11/08/13	WALNUT STAIN	5.49
			11/08/13	WOOD PUTTY MB	3.99
			11/08/13	ROACH/ANT BAIT	7.89
			11/08/13	SASH LIFT WINDOW LIFT MB	28.96
			11/08/13	LIGHT BULBS	44.25
			11/08/13	MINWAX BASE MB	70.07
			11/08/13	ROOF SEALANT	33.16
			11/08/13	BLANK KEY	3.98
			11/08/13	1/2 X 3 BASE COLONIAL P/FT	10.68
			11/08/13	MAINT TOOL ITEMS MB	64.64
			11/08/13	INSERT BIT, BOLTS SCREWS M	6.79
			11/08/13	FOAM TAPE, BLK CABLE TIE	13.27
			11/08/13	UNIV THERMOCUPLER RM SHOP	11.99
			11/08/13	FLU LIGHT BULBS	119.85
			11/08/13	8 IN ROUND FILE	7.99
			11/08/13	FLOU LAMPS	47.15
			11/08/13	THERMOSTAT (AC BLD)	21.99
			11/08/13	BALANCING TRUCK 317	243.82
			11/08/13	TANK BOLT& WASHER KIT	6.49
				TOTAL:	4,221.03
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	469.06
			11/15/13	MEDICARE WITHHOLDING	109.70
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	847.95
			11/15/13	PHS EMPLOYEE	847.95
			11/01/13	PHS EMP/CHILD	169.59
			11/15/13	PHS EMP/CHILD	169.59
			11/01/13	PHS FAMILY 3000	33.92
			11/15/13	PHS FAMILY 3000	33.92
		TELEPLUS SOLUTIONS	11/15/13	WUPD Office	25.07
			11/15/13	WUPD Internet	12.50
		TRUGREEN	11/15/13	WEED CONTROL/FERT 10/24/13	5,886.27
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	45.15
		PROPET DISTRIBUTORS, INC.	11/19/13	WASTE RECPT FOR DOG PARK	572.35
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	47.52
			11/15/13	DELTA DENTAL OF KANSAS	47.52
			11/01/13	DELTA DENTAL OF KANSAS	43.76
			11/15/13	DELTA DENTAL OF KANSAS	43.76
		GEARY COUNTY PUBLIC WORKS	11/12/13	PARKS-UNLEADED	721.25
			11/12/13	PARKS-DIESEL	144.97
			11/12/13	PARKS-FUEL CHARGE-259. GAL	20.74
		HOME LUMBER CO.	11/21/13	STEPS AT RATHERT STADIUM	428.80
		KEY OFFICE EQUIPMENT	11/18/13	2014 WALL CANDENDAR	17.99
		WESTAR ENERGY	11/21/13	513 N JEFFERSON-NOV 2013	411.43
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	530.03
			11/15/13	KPERS #2	190.53

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		THE PRINTERY	11/20/13	250 B.C. LAZEAR	45.00
		CARD CENTER	11/08/13	BLK CABLE TIE	12.99
			11/08/13	SAFETY HASP, BOLTS& SCREWS	8.96
			11/08/13	WAX RING&BOWL KIT TANK	15.85
			11/08/13	LAWN STARTER & FESCUE	131.97
			11/08/13	PSOL & EZSTART TAPE	21.18
			11/08/13	FESCUE & LAWN STARTER	110.98
			11/08/13	2 PCS EXPANDED 24X49 WELDI	87.00
			11/08/13	PUSH MOWER REPAIR	56.25
			11/08/13	PAIN FOR LETTERS AT CITY H	41.43
			11/08/13	TRUCK 885 LUBE & OIL	69.90
			11/08/13	TRUCK 885 PARTS	17.50
			11/08/13	TRUCK 149 LUBE & OIL	53.68
			11/08/13	TRUCK 149 PARTS	17.50
			11/08/13	TRUCK 317 LUBE & OIL	118.51
			11/08/13	TRUCK 317 PARTS	101.00
			11/08/13	CHEVROLET VAN LUBE & OIL	68.90
			11/08/13	CHEVROLET VAN PARTS	17.50
			11/08/13	BOLTS AND SCREWS	3.00
			11/08/13	LANDSCAPE TIMBER & REBAR	43.86
			11/08/13	DRAIN PLUB HARITAGE FOUNT.	31.85
			11/08/13	LANDSCAPE TIMBER & REBAR	16.63
			11/08/13	PARTS FOR SNOW BLOWER	8.36
			11/08/13	OIL FOR SNOW THROWERS	34.72
			11/08/13	MARKING FLAG	12.50
			11/08/13	REAR TIRES TRUCK 127	251.96
			11/08/13	STRAP, WIRE ROPE, THREADLO	43.81
			11/08/13	BREAKROOM HEATER	191.35
			11/08/13	WIRE CLIP & TIE DOWN	50.94
			11/08/13	STRAP & WIRE ROPE	35.81
			11/08/13	AIR COMPRESSOR TOWABLE	381.88
			11/08/13	TURNBUCKLE-EYE	12.98
			11/08/13	MEMBER RENEWAL KRPA	400.00
			11/08/13	LANDSCAPE TIMBER	27.23
			11/08/13	RECEPTACLE, COVERS, FUSES	20.76
				TOTAL:	14,435.06
SWIMMING POOL	GENERAL FUND	TELEPLUS SOLUTIONS	11/15/13	Pool Internet	6.00
		SECURITY SOLUTIONS INC	11/21/13	ALARM CITY POOL-1017 W 5TH	15.00
		CARD CENTER	11/08/13	ANTIFREEZE	167.40
			11/08/13	ANTIFREEZE & PLUGS	362.39
				TOTAL:	550.79
AIRPORT	GENERAL FUND	KANSAS DEPT OF HEALTH AND ENVIRONMENT	11/22/13	2014 AST ANNUAL REGISTRATI	20.00
		TELEPLUS SOLUTIONS	11/15/13	Airport Internet	6.00
		BLUE GLOBES LLC	11/22/13	BASEPLATE 1.5"	540.16
				TOTAL:	566.16
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	402.46
			11/15/13	MEDICARE WITHHOLDING	94.11
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	339.18
			11/15/13	PHS EMPLOYEE	339.18
		PING	11/25/13	SPECIAL ORDER MERCHANDISE	1,325.00
		HENRICKS GROUP, THE	11/25/13	GOLF BALLS	75.00
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	29.95
		CROWN DISTRIBUTORS, INC.	11/25/13	BEER SUPPLIES	23.11

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		DS&O RURAL ELECTRIC	11/21/13	GOLF CLUB HOUSE	1,120.27
			11/21/13	GOLF COURSE	2,049.64
			11/21/13	GOLF COURSE-CART SHED	141.79
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	21.60
			11/15/13	DELTA DENTAL OF KANSAS	21.60
			11/01/13	DELTA DENTAL OF KANSAS	21.88
			11/15/13	DELTA DENTAL OF KANSAS	21.88
		FLINT HILLS BEVERAGE LLC	11/25/13	BEER SUPPLIES	23.11
		SECURITY SOLUTIONS INC	11/25/13	SECURITY MAINT/ MONIT.	79.00
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	142.47
			11/15/13	KPERS #2	251.14
		CARD CENTER	11/06/13	DILLONS	14.38
			11/06/13	KEY OFFICE	73.93
			11/06/13	DILLONS	43.30
			11/06/13	WATERS TRUE VALUE	106.22
			11/06/13	ORSCHLN	14.53
			11/06/13	NAPA AUTO SUPPLY	88.34
			11/06/13	WATERS TRUE VALUE	11.70
			11/06/13	WATERS TRUE VALUE	19.48
			11/06/13	ORSCHLN	2.39
			11/06/13	DILLONS	23.11
			11/06/13	BOX N SHIP	12.97
			11/06/13	PIONEER FARM & RANCH	77.87
			11/06/13	PIONEER FARM & RANCH	15.00
			11/06/13	GCSAA ANNUAL DUES	365.00
			11/06/13	KANSAS PESTICIDE LICENSE	51.25
			11/06/13	WALMART	25.32
			11/06/13	THREE RIVERS ENGRAVING	10.00
			11/06/13	KEY OFFICE	51.39
			11/06/13	KEY OFFICE	4.42
		SAM'S CLUB	11/21/13	TISSUE,FOODTRAY	105.42
			11/21/13	MUSTARD	10.52
			11/21/13	SWEET N LOW	51.40
			11/21/13	HD MAT	59.46
			11/21/13	CARD STOCK	7.23
		TIELKE ENTERPRISE, LLC	11/25/13	SANDWICHES	14.77
			11/25/13	SANDWICHES	12.13
				TOTAL:	7,785.06
AMBULANCE	GENERAL FUND	MILITARY OUTLET, L.C.	11/05/13	PATCH SEWING	8.50
		INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	39.85
			11/15/13	MEDICARE WITHHOLDING	262.57
		JEREMY ROSS	11/25/13	2013 UNIFORM ALLOWANCE	100.00
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	1,019.25
			11/15/13	PHS EMPLOYEE	1,021.65
			11/01/13	PHS EMP/SPOUSE	169.59
			11/15/13	PHS EMP/SPOUSE	170.74
			11/01/13	PHS FAMILY #2	139.41
			11/15/13	PHS FAMILY #2	139.41
			11/01/13	PHS FAMILY #3	113.63
			11/15/13	PHS FAMILY #3	113.63
			11/01/13	PHS FAMILY 3000	254.39
			11/15/13	PHS FAMILY 3000	254.39
		BERGES, TRAVIS	11/25/13	2013 UNIFORM ALLOWANCE	100.00
		TELEPLUS SOLUTIONS	11/15/13	Fire Station 2	9.69
			11/15/13	Fire Station 2 Internet	6.25

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		JONATHAN YORK	11/25/13	2013 UNIFORM ALLOWANCE	100.00
		COLLECTION BUREAU OF KANSAS INC	10/31/13	OCT COLLECTION FEES	168.23
		KA-COMM	11/25/13	SERVICE CONTRACT/MAINT AMB	173.50
		NICK BLECHA	11/25/13	2013 UNIFORM ALLOWANCE	55.00
		GARAGE DOOR PLACE	11/14/13	REPAIR GARAGE DOOR/STN 1	239.17
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	116.39
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	169.34
			11/15/13	DELTA DENTAL OF KANSAS	169.63
			11/01/13	DELTA DENTAL OF KANSAS	32.93
			11/15/13	DELTA DENTAL OF KANSAS	33.02
		DICK EDWARDS FORD	11/14/13	CLUTCH & SHROUD/M4	621.91
			11/14/13	BUSHINGS, INSULATORS/M4	90.74
			11/14/13	V BELT/MED 4	38.54
		BRIEANNA HARTRUM	11/25/13	2013 UNIFORM ALLOWANCE	100.00
		EMERGENCY MEDICAL PRODUCTS	11/12/13	MEDICAL SUPPLIES	664.35
		GEARY COUNTY PUBLIC WORKS	11/06/13	DIESEL FUEL - AMBULANCE	2,320.62
			11/06/13	MOTOR FUEL - AMBULANCE	467.14
		JASON HASLOUER	11/19/13	2013 UNIFORM ALLOWANCE	55.00
		IAN STRICKLAND	11/25/13	2013 UNIFORM ALLOWANCE	90.00
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	74.77
			11/15/13	KP&F	3,917.48
		KRIS BRUZINA	11/25/13	2013 UNIFORM ALLOWANCE	100.00
		MOORE MEDICAL LLC	11/08/13	MEDICAL SUPPLIES	208.25
		CARD CENTER	10/31/13	Station 2 Projector Bulb	299.00
			11/12/13	AIRGAS/MEDICAL OXYGEN	128.60
			11/12/13	KTA/KTAG ACCT PAYMENT	100.00
			11/12/13	AIRGAS/MEDICAL OXYGEN	125.00
			11/12/13	BARTON/LANKAS TO TRNG	50.00
			11/12/13	ZOLL/MEDICAL SUPPLIES	614.25
			11/12/13	AIRGAS/MEDICAL OXYGEN	442.02
			11/12/13	WATERS/BOLTS & SCREWS	3.96
			11/12/13	WATERS/SNAP, SILICONE, SCR	44.91
			11/12/13	WATERS/ADHESIVE REMOVER	10.99
			11/12/13	KKOLLING/ALS MEDICATIONS	474.06
			11/12/13	MASSCO/JANITORIAL SUPPLIES	467.94
			11/12/13	KKOLLING/MEDICAL SUPPLIES	185.96
			11/12/13	WATERS/FLUORESCENT BULBS M	29.97
			11/12/13	OREILLY/BODY FASTENERS M4	7.47
		JOHN SHEPEK	11/25/13	2013 UNIFORM ALLOWANCE	100.00
				TOTAL:	17,013.09
ANIMAL SHELTER	GENERAL FUND	GEARY COUNTY CLERK	11/25/13	OCT 2013-ANIMAL SHELTER FE	8,611.96
				TOTAL:	8,611.96
COUNTY/INS ZONING SVCS	GENERAL FUND	RDG SCHUTTE WILSCAM BIRGE INC	11/25/13	JC/GE COMP PLAN	4,002.73
		GEARY COUNTY PUBLIC WORKS	11/20/13	722- Sort 2	89.37
			11/20/13	FUEL SURCHARGE	2.16
		MONTGOMERY COMMUNICATIONS INC	11/13/13	BZAV 11-01-13	73.44
			11/13/13	SUP 11-01-13	75.80
		CARD CENTER	11/15/13	STAPLES-DOZEN BIC PENS	1.66
			11/15/13	STAPLES-CLEAR FRONT BINDER	2.49
			11/15/13	STAPLES-FROSTED FRONT BIND	2.59
			11/15/13	STAPLES-PRETECTIVE SHEETS	4.59
				TOTAL:	4,254.83
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	89.28

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/15/13	MEDICARE WITHHOLDING	20.88
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	169.60
			11/15/13	PHS EMPLOYEE	169.60
		CHAMPIONS CAR AND TRUCK WASH	11/20/13	TRUCK 747	9.00
			11/20/13	TRUCK 747	8.00
			11/20/13	DISCOUNT	1.70-
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	9.36
		DAVE'S ELECTRIC, INC.	11/20/13	BASEMENT PWR PLE FOR SECRE	616.69
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	16.20
			11/15/13	DELTA DENTAL OF KANSAS	16.20
			11/01/13	DELTA DENTAL OF KANSAS	2.74
			11/15/13	DELTA DENTAL OF KANSAS	2.74
		GEARY COUNTY PUBLIC WORKS	11/20/13	727 SORT 1	95.66
			11/20/13	FUEL SURCHARGE	2.31
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	101.34
			11/15/13	KPERS #2	32.80
		CARD CENTER	11/15/13	STAPLES-1-1/2"BIND-ENG STA	43.99
			11/15/13	HON ACC-36"OLDSTYLE HANGRA	72.23
			11/15/13	STAPLES-DOZEN BIC PENS	1.67
			11/15/13	STAPLES-CLEAR FRONT BINDER	2.50
			11/15/13	STAPLES-FROSTED FRONT BIND	2.60
			11/15/13	STAPLES-PRETECTIVE SHEETS	4.60
			11/19/13	SAPP BROS-FUELF FOR GRANT	51.00
			11/19/13	KS STATE- GVRNRS CONF KSWT	42.50
			11/19/13	HOBBY LOBBY-FRMS, PSTRBDS	29.98
			11/19/13	I- 70 BP - FUEL FOR GRANT	20.00
			11/19/13	HOBBY LOBBY-FRMS, PSTRBDS,	35.94
				TOTAL:	1,667.71
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	228.09
			11/15/13	MEDICARE WITHHOLDING	53.34
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	254.38
			11/15/13	PHS EMPLOYEE	254.38
			11/01/13	PHS FAMILY 3000	169.59
			11/15/13	PHS FAMILY 3000	169.59
		CHAMPIONS CAR AND TRUCK WASH	11/20/13	BUILDING & CODES - OCTOBER	1.80
			11/20/13	DISCOUNT	0.18-
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	24.78
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	54.00
			11/15/13	DELTA DENTAL OF KANSAS	54.00
		GEARY COUNTY PUBLIC WORKS	11/20/13	726- Sort 1	137.36
			11/20/13	726- Sort 2	115.52
			11/20/13	728- Sort 1	166.82
			11/20/13	728- Sort 2	85.07
			11/20/13	FUEL SURCHARGE	12.20
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	365.64
		CARD CENTER	11/15/13	STAPLES-DOZEN BIC PENS	1.67
			11/15/13	STAPLES-CLEAR FRONT BINDER	2.50
			11/15/13	STAPLES-FROSTED FRONT BIND	2.60
			11/15/13	STAPLES-PRETECTIVE SHEETS	4.60
			11/15/13	STAPLES-EXPANDABLE FILE	8.79
			11/15/13	WALMART-CELL CASE FOR DARI	10.90
				TOTAL:	2,177.44
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	747.87
			11/15/13	SOCIAL SECURITY WITHHOLDIN	806.81

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/15/13	MEDICARE WITHHOLDING	1,099.93
			11/15/13	MEDICARE WITHHOLDING	233.97
		ADI SYSTEMS INC	11/18/13	S19860 TONER CARTRIDGE	42.00
		HEARING DOCTORS OF KANSAS	11/21/13	HEARING TESTS FOR DISPATCH	90.00
		COX COMMUNICATIONS	11/22/13	9780 SUBPOENA COMPLIANCE	50.00
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	3,949.64
			11/01/13	PHS EMPLOYEE	551.16
			11/15/13	PHS EMPLOYEE	3,947.54
			11/15/13	PHS EMPLOYEE	546.60
			11/01/13	PHS EMP/CHILD	169.59
			11/15/13	PHS EMP/CHILD	169.59
			11/01/13	PHS EMP/SPOUSE	127.19
			11/01/13	PHS EMP/SPOUSE	42.40
			11/15/13	PHS EMP/SPOUSE	127.19
			11/15/13	PHS EMP/SPOUSE	42.40
			11/01/13	PHS FAMILY #2	557.64
			11/01/13	PHS FAMILY #2	139.41
			11/15/13	PHS FAMILY #2	557.64
			11/15/13	PHS FAMILY #2	139.41
			11/01/13	PHS FAMILY #3	339.18
			11/15/13	PHS FAMILY #3	339.18
			11/01/13	PHS EC 3000	169.59
			11/15/13	PHS EC 3000	169.59
		CENTURY BUSINESS TECHNOLOGIES	11/22/13	LEASE INV COPIER B6324	157.50
			11/22/13	LEASE RECORDS COPIER B6323	157.50
		STAPLES ADVANTAGE	11/14/13	3213856475 TONER,MARKERS,S	510.71
			11/18/13	3214615397 CHAIR, CHAIR MA	726.35
			11/18/13	3214615397 PAPER TOWELS	74.77
		CONTINENTAL PROFESSIONAL LANDRY	11/18/13	115779 UNIFORM CLEANING	14.80
			11/18/13	115825 UNIFORM CLEANING	18.50
			11/18/13	115826 UNIFORM CLEANING	24.05
			11/14/13	115846 UNIFORM CLEANING	22.20
			11/14/13	115861 UNIFORM CLEANING	25.90
			11/18/13	115875 UNIFORM CLEANING	25.90
			11/22/13	115914 UNIFORM CLEANING	18.50
			11/22/13	115915 UNIFORM CLEANING	22.20
			11/22/13	115928 UNIFORM CLEANING	59.20
		KA-COMM	11/14/13	119781 CAMERA UNIT 223	96.00
			11/22/13	119944 RADIO REPAIR	169.00
			11/22/13	2 PORTABLE RADIOS	957.00
			11/25/13	SERVICE CONTRACT/MAINT POL	188.50
			11/25/13	SERVICE CONTRACT/MAINT POL	188.50
		CORYELL INSURORS, INC.	11/14/13	19496 NOTARY BOND #203	50.00
			11/18/13	19514 NOTARY BOND #152	50.00
		NEKOLOCKS	11/18/13	1024 ANIMAL CONTROL KEYS	70.00
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	484.84
			11/01/13	CITY OF JC EMPLOYER PD LIF	111.77
		I BUY OFFICE SUPPLY	11/20/13	CONFERENCE / OFFICE CHAIR	7,050.00
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	426.60
			11/01/13	DELTA DENTAL OF KANSAS	88.34
			11/15/13	DELTA DENTAL OF KANSAS	427.19
			11/15/13	DELTA DENTAL OF KANSAS	87.75
			11/01/13	DELTA DENTAL OF KANSAS	268.46
			11/01/13	DELTA DENTAL OF KANSAS	49.23
			11/15/13	DELTA DENTAL OF KANSAS	268.03
			11/15/13	DELTA DENTAL OF KANSAS	49.23

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
GEARY COUNTY PUBLIC WORKS			11/22/13	PD DIESEL OCTOBER 2013	76.46
			11/22/13	DTF FUEL OCTOBER 2013	8,836.54
KEY OFFICE EQUIPMENT			11/22/13	11113 TONER CARTRIDGE	337.32
KANSAS PUBLIC EMPLOYEES			11/15/13	KPERS #1	654.26
			11/15/13	KPERS #1	761.03
			11/15/13	KP&F	12,836.70
			11/15/13	KP&F	815.58
			11/15/13	KPERS #2	277.62
			11/15/13	KPERS #2	425.38
THE PRINTERY			11/18/13	23672 CLEANING CHITS	468.00
			11/18/13	23672 EVIDENCE CARDS	310.00
KANSAS SECRETARY OF STATE			11/18/13	NOTARY FEE #152	25.00
CARD CENTER			11/18/13	SHIPPING-LATHROP & GAGE	22.95
			11/18/13	STOP TECH-TRAINING KIT B-1	284.00
			11/18/13	COOPER INST-PHYSICAL FITNE	34.75
			11/18/13	QUANTICO-BAIL OUT BAG, UNI	228.41
			11/18/13	ABE BOOKS-PROMOTIONAL TEST	107.15
			11/18/13	ABE BOOKS-PROMOTIONAL TEST	71.92
			11/18/13	ABE BOOKS-PROMOTIONAL TEST	297.96
			11/18/13	AMAZON-PROMOTIONAL TESTING	60.08
			11/18/13	QUANTICO TACTICAL-BACKPACK	135.99
			11/18/13	B&H PHOTO-VIDEO RECORDERS	799.80
			11/18/13	B&H PHOTO-VIDEO RECORDERS	47.49
			11/18/13	QUANTICO TACTICAL-UNIFORM	123.97
			11/18/13	RADIOSHACK-COMPUTER CABLE	24.99
			11/18/13	17471 B&K-COFFEE	74.20
			11/18/13	17497 B&K COFFEE, SUGAR	125.30
			11/18/13	STAPLES - DVD'S LAB	161.94
			11/18/13	HOME DEPOT-VEHICLE ORG BOX	59.94
			11/18/13	WMART-PHOTO FRAMES CPA	10.12
			11/18/13	WMART-CAKE CPA	41.98
			11/18/13	KWIK SHOP-FUEL INVEST LARN	29.50
			11/18/13	2201 J&R BRAKES #223B	60.50
			11/18/13	2186 J&R-BATTERY #223B	174.38
			11/18/13	2189 J&R-FUEL PUMP #250	145.20
			11/18/13	2197 J&R-LOF, TIRE ROTATE	55.35
			11/18/13	397438ORAP-OCTANE BOOST #2	35.85
			11/18/13	398308ORAP-WIPER BLADES #2	45.98
			11/18/13	396882 ORAP 3AMP GLASS	3.49-
			11/18/13	2219 J&R-BRAKES 208B	80.50
			11/18/13	2223 J&R-LOF #232	50.94
			11/18/13	2286 J&R-RACK FEE #219	50.00
			11/18/13	2238 J&R-RETHREAD BOLT	27.50
			11/18/13	2269 J&R-LOF #204B	100.90
			11/18/13	2268 J&R-LOF #206B	100.90
			11/18/13	2267 J&R-LOF #210B	114.90
			11/18/13	2261 J&R-LOF #212B	114.90
			11/18/13	2264 J&R-LOF #216B	132.82
			11/18/13	2258 J&R-LOF #223B	102.56
			11/18/13	2271 J&R-HEATER CORE, LOF	254.31
			11/18/13	MIL OUTLET-NAME TAGS #76	12.00
			11/18/13	HOME DEPOT-TOOL BOX PATROL	149.85
			11/18/13	WATERS-WAREHOUSE BR REPAIR	14.99
			11/18/13	QUANTICO-SWAT UNIFORM MEDI	251.96
			11/18/13	QUANTICO-SWAT UNIFORM	314.96
			11/18/13	LITHIUM BTTY #202B	55.99

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/18/13	118186 FIRESTONE TIRE REP	19.99
			11/18/13	118229 FIRESTONE TIRE REP	19.99
			11/18/13	118272 FIRESTONE-ALIGNMENT	65.00
			11/18/13	ALLEN PRECISION-WHEELS 232	81.90
			11/18/13	BOSS SAFETY-PELICAN CASE C	108.95
			11/18/13	WATERS-RANGE TARGET REPAIR	16.26
			11/18/13	QUANTICO-HOLSTER,CUFF CASE	980.00
			11/18/13	RADIO SHACK-RCA ADAPTER	13.78
			11/18/13	118695 FIRESTONE TIRE REP	19.99
			11/18/13	DICK EDWARDS-FUEL INJ #216	202.70
			11/18/13	118828 FIRESTONE-TIRE REP	19.00
		WEST PAYMENT CENTER	11/14/13	828351603 CLEAR SUBSCRIPTI	166.48
				TOTAL:	60,818.16
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	39.84
			11/15/13	MEDICARE WITHHOLDING	1,021.83
		JACOB KIRKLAND	11/25/13	2013 UNIFORM ALLOWANCE	100.00
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	4,238.04
			11/15/13	PHS EMPLOYEE	4,235.64
			11/01/13	PHS EMP/CHILD	339.18
			11/15/13	PHS EMP/CHILD	339.18
			11/01/13	PHS EMP/SPOUSE	169.59
			11/15/13	PHS EMP/SPOUSE	168.44
			11/01/13	PHS FAMILY #2	278.82
			11/15/13	PHS FAMILY #2	278.82
			11/01/13	PHS FAMILY #3	55.96
			11/15/13	PHS FAMILY #3	55.96
			11/01/13	PHS FAMILY 3000	84.79
			11/15/13	PHS FAMILY 3000	84.79
		TELEPLUS SOLUTIONS	11/15/13	Fire Station 2	9.69
			11/15/13	Fire Station 2 Internet	6.25
		KA-COMM	11/25/13	SERVICE CONTRACT/MAINT FIR	173.50
		CONRAD FIRE EQUIPMENT	11/08/13	SEAL KIT/E20 LIGHT TOWER	439.35
		ARTURO PEREZ	11/25/13	2013 UNIFORM ALLOWANCE	55.00
		FRIEDRICH TRUCK REPAIR	11/04/13	E20 DECKGUN REINSTALL	337.50
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	421.08
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	327.46
			11/15/13	DELTA DENTAL OF KANSAS	305.57
			11/01/13	DELTA DENTAL OF KANSAS	229.63
			11/15/13	DELTA DENTAL OF KANSAS	229.54
		DONALD STREMMING	11/19/13	2013 UNIFORM ALLOWANCE	100.00
		GEARY COUNTY PUBLIC WORKS	11/06/13	DIESEL FUEL - FIRE	1,591.46
			11/06/13	MOTOR FUEL - FIRE	157.97
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	74.77
			11/15/13	KP&F	12,611.21
		KS ST FIREFIGHTERS ASSOC.	11/08/13	ASSOCIATION DUES 2014	50.00
		CARD CENTER	11/12/13	WATERS/ROPE, SCREWS FLAGPO	17.35
			11/12/13	OREILLY/BATTERIES FOR 522	189.76
			11/12/13	WATERS/MOP	22.98
			11/12/13	BOXNSHIP/GEAR TO REPAIR	24.25
			11/12/13	WALMART/MICROWAVE	159.00
			11/12/13	WATERS/BOLTS & SCREWS	12.87
			11/12/13	WESTERN/BULBS FOR E20	5.98
			11/12/13	MASSCO/BATTERIES	129.00
			11/12/13	SYMBOLARTS/BADGES	481.50
			11/12/13	BOXNSHIP/E20'S DECKGUN REP	43.96

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/12/13	WALMART/BATTERIES	37.91
			11/12/13	NAPA/SUPPORTS, RINGS FOR L	60.04
		BRAD WHITE	11/25/13	2013 UNIFORM ALLOWANCE	100.00
				TOTAL:	29,895.46
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	857.50
			11/15/13	MEDICARE WITHHOLDING	200.56
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	1,144.74
			11/15/13	PHS EMPLOYEE	1,314.33
			11/01/13	PHS EMP/SPOUSE	169.59
			11/15/13	PHS EMP/SPOUSE	169.59
			11/01/13	PHS FAMILY #2	52.14
			11/15/13	PHS FAMILY #2	52.14
			11/01/13	PHS FAMILY #3	63.43
			11/15/13	PHS FAMILY #3	63.43
		UNIVERSAL LUBRICANTS, LLC	11/05/13	STOCK OIL	137.61
		PROPANE CENTRAL	11/22/13	20 #S - 1	14.63
			11/22/13	20# - 1	14.63
		MIDWEST CONCRETE MATERIALS	11/01/13	CONCRETE-315 W 5TH 9030726	352.38
		ROBERTS TRUCK CENTER	11/12/13	COOLER STOCK	264.95
		BARNES DISTRIBUTION	11/04/13	SHOP FLEET PIECES	485.41
			11/06/13	FITTINGS FOR ALL	65.51
		CENTRAL POWER SYSTEMS & SERVICES	11/18/13	AIR PRMY STOCK	55.05
			11/19/13	BANJO WASHERS FOR #684	67.31
			11/18/13	INV-DOUBLE ENTRY-VOIDED	48.52
			10/17/13	HOOD LATCH STREET DEPT	48.52
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	66.00
		DS&O RURAL ELECTRIC	11/21/13	1807 LYDIA LN-WARNING SIRE	51.50
			11/21/13	QUINTON POINT SIREN	34.18
			11/21/13	LIGHTS AT HUNTERS RIDGE	554.66
			11/21/13	LIGHTS AT HARGRAVES #2	61.69
			11/21/13	LIGHTS AT INDIAN RIDGE/J.C	39.90
			11/21/13	LIGHTS AT HARGRAVES#5	123.38
			11/21/13	LIGHTS AT OLIVIA FARMS	45.94
			11/21/13	LIGHTS AT SUTTERWOODS	296.10
			11/21/13	LIGHTS AT SUTTER HIGHLANDS	246.75
			11/21/13	LIGHTS AT MANN'S RANCH	74.03
			11/21/13	LIGHTS AT HARGRAVES #4	11.75
			11/21/13	LIGHTS AT HARGRAVES #1	23.50
			11/21/13	LIGHTS AT HILLTOP #5	7.75
			11/21/13	LIGHTS AT HARGRAVES #3	35.25
			11/21/13	LIGHTS AT RUSSUEL JOHNSON	26.25
			11/21/13	LIGHTS ALONG SVR	234.41
		LONGFORD WATER CO	11/21/13	WATER BOTTLES	308.00
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	35.08
			11/15/13	DELTA DENTAL OF KANSAS	35.08
			11/01/13	DELTA DENTAL OF KANSAS	75.20
			11/15/13	DELTA DENTAL OF KANSAS	86.14
		EAE ENTERPRISES	11/06/13	CITY JACKETS AND BIBS W/ L	265.32
		GADES SALES CO.	11/13/13	PED SIG, LED LENS, BRACKET	3,275.15
		GEARY COUNTY PUBLIC WORKS	11/07/13	MOTOR POOL-UNLEADED	367.42
			11/07/13	MOTOR POOL-DIESEL	246.40
			11/07/13	FUEL SURCHARGE	14.50
			11/07/13	STREETS-UNLEADED	596.81
			11/07/13	STREETS-DIESEL	2,483.68
			11/07/13	FUEL SURCHARGE	71.03

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/07/13	CARDS	0.00
		GINDER HYDRAULIC	11/13/13	PLUMB FOR SPRDR/PLW	9,061.42
		KEY OFFICE EQUIPMENT	11/21/13	TINA'S WALL CALENDAR 2014	10.63
			11/21/13	INK CART, WHTOUT,BNDR,CPY	119.66
			10/14/13	BADGE BOX	18.29
		KANSAS GAS SERVICE	11/21/13	2324 N JACKSON-OCT 2013	96.78
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	59.47
			11/15/13	KPERS #2	1,163.10
		MONTGOMERY COMMUNICATIONS INC	11/13/13	BIDS FOR DUMP TRUCKS	33.48
		NAPA AUTO PARTS OF J.C.	11/07/13	COUPLING	3.37
			11/18/13	SOLENOID SWITCH FOR #618	14.36
			11/21/13	SINGLE CONTACT #694	2.51
		NEWMAN SIGNS	11/14/13	50 SPECIALS (1 CLR) @ 10.9	580.83
		CARD CENTER	11/08/13	BOLTS & SCREWS-MUNI SIGNS	29.30
			11/08/13	BOLTS & SCREWS-MUNI SIGNS	59.99
			11/08/13	DRIVE ANCHOR	75.89
			11/08/13	FLR MATS/SEAT PRCTCT-#644	71.44
			11/08/13	PADLOCKS	75.95
			11/08/13	#644 STORAGE	103.93
			11/08/13	#644 SEAT COVER	53.98
			11/08/13	BLADES	800.00
			11/08/13	#687 GEAR BOX	52.50
			11/08/13	BLADES	877.87
			11/08/13	PW LUNCHEON	117.58
			11/08/13	TBL AND CHR RENTAL	164.36
			11/08/13	PHONE CASE	9.96
			11/08/13	EXP. JNTS FOR CONCRTE	209.80
			11/08/13	SHARPIES	3.97
			11/08/13	CHRG & CNNCTR-PHNE	9.76
			11/19/13	WALMART-FOOD DPW APPRECIAT	56.80
			11/19/13	WALMART-FOOD DPW APPRECIAT	22.10
			11/19/13	ORSCHLN-DPW PWR WASHER	149.99
			11/19/13	STAPLES-BROTHERS TNER	40.99
			11/19/13	HOME DEPOT-TSP WD CLEAN MT	21.59
			11/08/13	LAMPS	58.62
			11/08/13	WOOD STAKES	31.50
			11/08/13	LAMPS	128.12
			11/08/13	TIP RAC, MIXER	81.99
			11/08/13	BOLTS, SCREWS, BITS	30.79
			11/08/13	CLP,SNSR,WR CTR,BLD,KNF	104.95
			11/08/13	SHOVEL	32.97
			11/08/13	BUNG CORD, POST FAST SET	19.07
			11/08/13	BITT AND ANCHOR	32.38
			11/08/13	FOAM AND BIT	37.97
			11/08/13	OFFICE SUPPLIES	24.93
			11/08/13	OFFICE SUPPLIES	22.91
			11/08/13	OFFICE SUPPLIES	32.11
		CINTAS #451	11/12/13	WKLY SHOP TWLS	24.30
			11/12/13	WKLKY MATS AND MOP	29.00
			11/19/13	WKLY SHOP TOWELS	24.30
			11/19/13	WKLY MATS AND MOP	29.00
		SALINA SPRING & AXLE INC.	11/18/13	SPRG RPR - #687	1,832.99
		WELBORN SALES	11/13/13	U POSTS	3,068.00
			11/13/13	FREIGHT	208.59
		CARY COMPANY	11/14/13	JUMBO PAPER TOWELS	44.35
			11/22/13	TOUGH FLOOR CLEANER	7.85

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
TOTAL:					35,416.12
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	349.53
			11/15/13	MEDICARE WITHHOLDING	81.75
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	339.18
			11/15/13	PHS EMPLOYEE	339.18
		JOSHUA DOUGLASS	11/21/13	PAYMENT EVERY TWO WEEKS	2,500.00
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	37.08
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	43.20
			11/15/13	DELTA DENTAL OF KANSAS	43.20
			11/01/13	DELTA DENTAL OF KANSAS	21.88
			11/15/13	DELTA DENTAL OF KANSAS	21.88
		SECURITY SOLUTIONS INC	11/11/13	CENTRAL STATION MONITORING	35.00
		KEY OFFICE EQUIPMENT	11/08/13	MONTH DIVIDERS OFFICE SUPP	232.97
			11/04/13	CUSTOM STAMPS	39.25
			11/08/13	PENS, SANITIZER,TAPE ETC	144.99
			11/12/13	DESK PAD	5.75
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	432.19
			11/15/13	KPERS #2	86.07
		KANSAS SUPREME COURT LAW LIBRARY	11/26/13	RULES ADOPT-SUP. CT ED 201	25.00
		CARD CENTER	11/08/13	WALMART-AIR FRESHNER	31.08
			11/08/13	DOLLAR GENERAL-CLEANING SU	14.60
		CINTAS #451	11/08/13	2 GRAY MATS AND SCRAPER MA	21.26
			11/15/13	2 GRAY MATS AND SCRAPER MA	21.26
		MISC	11/14/13	Bond Refund:13-08273 -01	79.00
		CRANE, ANALIZA GRAFIL	11/20/13	Bond Refund:TT154458 -02	1,000.00
		COLE, PHILLIP EDWARD	11/20/13	Bond Refund:TT154458 -02	114.00
		COLE, PHILLIP EDWARD			
			TOTAL:		6,059.30
JC OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	145.97
			11/15/13	MEDICARE WITHHOLDING	34.14
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS RETIRED	243.86
			TOTAL:		423.97
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	166.01
			11/15/13	MEDICARE WITHHOLDING	38.83
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS FAMILY 3000	135.67
			11/15/13	PHS FAMILY 3000	135.67
		TELEPLUS SOLUTIONS	11/15/13	12th Street	7.90
			11/15/13	12th Street Phones	8.70
			11/15/13	12th Street Internet	12.50
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	8.00
		LANA STOLZENBURG	11/21/13	DEP REFUND-COMPUTER LAB	25.00
		MERLE BROWN	11/21/13	KITCHEN-DEP REFUND-11/05/2	25.00
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	17.28
			11/15/13	DELTA DENTAL OF KANSAS	17.28
		SECURITY SOLUTIONS INC	11/11/13	SECURITY SOLUTIONS INC	18.00
		KEY OFFICE EQUIPMENT	11/18/13	2014 WALL CANDENDAR	17.99
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #2	80.34
		CARD CENTER	11/08/13	BOLTS & SCREWS, RND KNOB	9.18
			11/08/13	ACRYLIC SHEET	12.99
			11/08/13	TISSUE	8.77
			11/08/13	SAFE SITTER DOLLS	51.59
			11/08/13	MEMBER RENEWAL KRPA	70.00
			11/08/13	SAFE SITTER DOLLS	89.73
			11/08/13	SAFE SITTER STUDENT BOOKS	290.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/08/13	SAFE SITTER CLASS ITEMS	18.95
			11/08/13	OFFICE SUPPLIES	25.56
			11/08/13	ALL TREATS DAY CANDY	164.58
			11/08/13	ALL TREATS DAY CANDY	186.52
			11/08/13	ALL TREATS DAY CANDY	21.00
			11/08/13	SAFE SITTER SIGN LAMINATIO	3.78
			11/08/13	PADLOCK 12TH ST	10.74
			11/08/13	SAFETY HASP/HAT HOOK	14.27
			11/08/13	SAFETY HASP	9.58
		CINTAS #451	11/26/13	GREY MATS 12TH ST	36.78
		VANESSA WILLIAMS	11/21/13	ZUMBA-SEPT 23-NOV 2 2013	229.20
		CARY COMPANY	11/21/13	CARY COMPANY	51.60
				TOTAL:	2,018.99
EMERGENCY SHELTER	GRANTS	OPEN DOOR COMM. HOUSE	11/26/13	ESG GRANT PROCEEDS-OCT 201	1,459.10
				TOTAL:	1,459.10
2005 JAG	GRANTS	CARD CENTER	11/18/13	RAY ALLEN-MUZZLE, HARNESS	149.98
			11/18/13	CASTAWAYS-MEALS K9 TRNG OM	11.54
			11/18/13	QT FUEL K9 TRNG OMAHA, NE	50.00
			11/18/13	KTA-TOLL FEES-K9 TRNG OMAH	2.75
			11/18/13	ELRODEO-MEALS K9 TRNG OMAH	15.77
			11/18/13	JIMJOHNS-MEALS K9 TRNG OMA	9.25
			11/18/13	CASTAWAY-MEALS K9 TRNG OMA	10.53
			11/18/13	JIMJOHNS-MEALS K9 TRNG OMA	8.66
			11/18/13	CASTAWAYS-MEALS K9 TRNG OM	10.53
			11/18/13	GITNGO-FUEL K9 TRNG OMAHA,	46.00
			11/18/13	DQ-MEALS K9 TRNG OMAHA, NE	6.64
			11/18/13	RAMADA-ROOM K9 TRNG OMAHA,	184.80
			11/18/13	MCD's-MEALS K9 TRNG OMAHA,	4.44
			11/18/13	GITNGO-FUEL K9 TRNG OMAHA,	12.16
			11/18/13	KTA-TOLL FEES K9 TRNG OMAH	2.75
			11/18/13	RAY ALLEN-STAKE OUT LINE B	9.85
				TOTAL:	535.65
NON-DEPARTMENTAL	SPIN CITY	INTERNAL REVENUE SERVICE	11/15/13	FEDERAL WITHHOLDING	230.19
			11/15/13	SOCIAL SECURITY WITHHOLDIN	233.89
			11/15/13	MEDICARE WITHHOLDING	54.70
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	42.40
			11/15/13	PHS EMPLOYEE	42.40
		CITY OF JUNCTION CITY	11/01/13	TELEPHONE REIMBURSEMENT	13.25
			11/15/13	TELEPHONE REIMBURSEMENT	13.25
		KANSAS DEPT OF REVENUE	11/15/13	STATE WITHHOLDING	62.90
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	45.70
				TOTAL:	738.68
SPIN CITY	SPIN CITY	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	233.89
			11/15/13	MEDICARE WITHHOLDING	54.70
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	169.59
			11/15/13	PHS EMPLOYEE	169.59
		CASH-WA DISTRIBUTING	11/14/13	CANDY, FOODS	130.99
			11/14/13	CHEMICALS	51.55
			11/14/13	PAPER PRODUCTS	385.48
		LINDSAY MARRS	11/21/13	TRVL REIMB-SEPT 3-SEPT 30	42.46
		TELEPLUS SOLUTIONS	11/15/13	Spin City Phones	11.38
			11/15/13	Spin City Internet	8.50

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	8.44
		DAVE'S ELECTRIC, INC.	11/01/13	SIGN AT SPIN CITY	176.36
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	10.94
			11/15/13	DELTA DENTAL OF KANSAS	10.94
		SECURITY SOLUTIONS INC	11/21/13	ALARM-915 S WASHINGTON	22.00
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	100.42
		SNACK EXPRESS	11/14/13	CHIPS, CHEESEBURGERS	47.25
		CARD CENTER	11/18/13	DILLONS-DONUTS	29.95
			11/18/13	WALMART-MILK	2.08
			11/18/13	WALMART-BLEACH	1.64
			11/18/13	WALMART-PAPER PLATES	9.70
			11/18/13	WALMART-PENS.LABELS,FOLDER	77.93
			11/18/13	WALMART-PIZZA,CHILI, ICE C	160.22
			11/18/13	WALMART-CAN OPENER	19.94
			11/18/13	WALMART-MILK,ICE CREAM, PI	123.82
			11/18/13	WALMART-BLEACH	4.00
		THE STUFF SHOP	11/14/13	REDEMPTION PRIZES	779.11
			TOTAL:		2,842.87
INDUSTRIAL REVENUE BON BOND & INTEREST		CENTRAL NATIONAL BANK	11/26/13	AIRPORT LOAN PAYMENT	48,579.67
			11/26/13	AIRPORT LOAN PAYMENT	1,346.41
			TOTAL:		49,926.08
BOND & INTEREST	BOND & INTEREST	LANDMARK NATIONAL BANK	12/01/13	DEC 2013-LOAN PAYMENT	8,717.87
			TOTAL:		8,717.87
NON-DEPARTMENTAL	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/15/13	FEDERAL WITHHOLDING	3,130.84
			11/15/13	SOCIAL SECURITY WITHHOLDIN	2,066.00
			11/15/13	MEDICARE WITHHOLDING	483.22
		ING LIFE INSURANCE & ANNUITY COMPANY	11/15/13	ING	361.76
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	432.48
			11/15/13	PHS EMPLOYEE	432.48
			11/01/13	PHS EMP/SPOUSE	199.89
			11/15/13	PHS EMP/SPOUSE	199.89
			11/01/13	PHS FAMILY #2	13.10
			11/15/13	PHS FAMILY #2	13.10
			11/01/13	PHS FAMILY #3	76.92
			11/15/13	PHS FAMILY #3	76.92
			11/01/13	PHS FAMILY 3000	256.18
			11/15/13	PHS FAMILY 3000	256.17
		CITY OF JUNCTION CITY	11/01/13	CITY OF JUNCTION CITY (G-F	5.00
			11/15/13	CITY OF JUNCTION CITY (G-F	5.00
			11/01/13	TELEPHONE REIMBURSEMENT	66.76
			11/15/13	TELEPHONE REIMBURSEMENT	66.76
		KANSAS PAYMENT CENTER	11/15/13	GARNISHMENT	120.00
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC VOLUNTARY BENEF	106.67
			11/15/13	CITY OF JC VOLUNTARY BENEF	106.67
			11/01/13	CITY OF JC BEFORE TAX	118.72
			11/15/13	CITY OF JC BEFORE TAX	118.72
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	90.45
			11/15/13	DELTA DENTAL OF KANSAS	90.45
		KANSAS DEPT OF REVENUE	11/15/13	STATE WITHHOLDING	1,118.80
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	438.09
			11/15/13	KPERS #2	1,333.30
		CITY OF JC FLEX SPENDING ACCT 1074334	11/15/13	FLEX SPENDING-1074334	326.69
		ROLLING MEADOWS GOLF COURSE	11/15/13	ROLLING MEADOWS GOLF COURS	10.41

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		STATE OF KANSAS	11/13/13	JUNCTION CITY UNCL PROPERT	5,278.10
		UNITED WAY OF JUNCTION CITY-GEARY COUN	11/15/13	UNITED WAY	23.06
				TOTAL:	17,422.60
WATER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	427.55
			11/15/13	MEDICARE WITHHOLDING	100.00
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	561.88
			11/15/13	PHS EMPLOYEE	558.28
			11/01/13	PHS FAMILY #2	26.21
			11/15/13	PHS FAMILY #2	26.21
			11/01/13	PHS FAMILY #3	31.88
			11/15/13	PHS FAMILY #3	31.88
		UNIVERSAL LUBRICANTS, LLC	11/05/13	STOCK OIL	34.40
		ROBERTS TRUCK CENTER	11/12/13	COOLER STOCK	132.48
		BARNES DISTRIBUTION	11/04/13	SHOP FLEET PIECES	121.35
			11/06/13	FITTINGS FOR ALL	16.37
		CENTRAL POWER SYSTEMS & SERVICES	11/18/13	AIR PRMY STOCK	13.76
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	34.03
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	25.66
			11/15/13	DELTA DENTAL OF KANSAS	25.66
			11/01/13	DELTA DENTAL OF KANSAS	38.30
			11/15/13	DELTA DENTAL OF KANSAS	38.07
		EAE ENTERPRISES	11/06/13	CITY JACKETS AND BIBS W/ L	66.33
		GEARY COUNTY PUBLIC WORKS	11/07/13	WTR DISTRIBUTION-UNLEADED	479.61
			11/07/13	WTR DISTRIBUTION-DIESEL	413.84
			11/07/13	FUEL SURCHARGE	21.02
			11/07/13	CARD	0.00
		KEY OFFICE EQUIPMENT	11/21/13	INK CART, WHTOUT,BNDR,CPY	29.92
		KANSAS GAS SERVICE	11/21/13	2324 N JACKSON-OCT 2013	96.78
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	61.21
			11/15/13	KPERS #2	542.40
		KONZA CONST. CO.	11/08/13	FILL SAND - #77365	33.35
		NAPA AUTO PARTS OF J.C.	11/13/13	#805 OIL FILTER	9.20
		CARD CENTER	11/08/13	PADLOCKS	37.98
			11/08/13	CLAMPS FOR WATER	133.81
			11/08/13	TOLL FEE	2.75
			11/08/13	TOLL FEE	2.75
			11/08/13	MEAL DURING TRNG	46.65
			11/08/13	MEAL DURING TRNG	39.58
			11/19/13	WALMART-FOOD DPW APPRECIAT	56.80
			11/19/13	WALMART-FOOD DPW APPRECIAT	22.10
			11/19/13	KS STATE- GVRNRS CONF KSWT	42.50
			11/19/13	ORSCHLBN-DPW PWR WASHER	150.00
			11/19/13	STAPLES-BROTHERS TNER	40.99
			11/08/13	SPLICE CONNECTOR	18.75
			11/08/13	CLSS, CAULK, TWLS	34.15
			11/08/13	CAULK,CATALYST,SHP TWLS	17.97
			11/08/13	OFFICE SUPPLIES	6.23
			11/08/13	OFFICE SUPPLIES	5.73
			11/08/13	OFFICE SUPPLIES	8.03
		CINTAS #451	11/12/13	WKLKY MATS AND MOP	7.25
			11/19/13	WKLY MATS AND MOP	7.25
		SALINA WHOLESALE SUPPLY	11/13/13	2 INCH METERS	81,377.10
			11/15/13	BONNET REPR, WEATHR SEAL	1,395.40
			11/18/13	SADDLES	305.12
			11/19/13	3X7 FCC-CI-DI	134.44

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/19/13	CORP, STOP, CPLGS	1,000.66
		CARY COMPANY	11/14/13	JUMBO PAPER TOWELS	11.09
			TOTAL:		88,902.71
WATER PLANT	WATER & SEWER FUND	VEOLIA WATER NORTH AMERICA	10/28/13	WATER UTILITY	83,474.33
			10/28/13	WTR MONTHLY R & M FEE	17,438.00
			TOTAL:		100,912.33
WATER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	665.74
			11/15/13	MEDICARE WITHHOLDING	155.71
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	430.25
			11/15/13	PHS EMPLOYEE	433.85
			11/01/13	PHS EMP/SPOUSE	67.84
			11/15/13	PHS EMP/SPOUSE	67.84
			11/01/13	PHS FAMILY 3000	59.36
			11/15/13	PHS FAMILY 3000	59.36
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	44.85
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	70.85
			11/15/13	DELTA DENTAL OF KANSAS	70.85
			11/01/13	DELTA DENTAL OF KANSAS	26.13
			11/15/13	DELTA DENTAL OF KANSAS	26.37
		GEARY COUNTY PUBLIC WORKS	11/12/13	WATER-UNLEADED	548.47
			11/12/13	WATER-SURCHARGE 165.7GAL@.	13.26
		SECURITY SOLUTIONS INC	11/21/13	ALARM WUPD 2307 N JACKSON	35.00
			11/21/13	ALARM CITY CLERK OFC.(CS d	18.00
		BRINKS INCORPORATED	11/21/13	WATER-OCTOBER 2013	235.70
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	428.09
			11/15/13	KPERS #2	525.40
		POSTMASTER	11/22/13	NOV 2013-POSTAGE MACHINE	1,250.00
		CARD CENTER	10/31/13	Address Certification Soft	105.50
			11/13/13	WALMART-TAPE	14.88
			11/13/13	WALMART-GLASS CLNR/TOWELS	4.91
		CINTAS #451	11/21/13	SCRAPER/BROWN MAT	55.49
			11/21/13	UNIFORMS-LANGDON, KENNY	10.74
			11/21/13	SCRAPER/BROWN MAT	41.75
			11/21/13	UNIFORMS-LANGDON, KENNY	10.74
			TOTAL:		5,476.93
SEWER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	300.98
			11/15/13	MEDICARE WITHHOLDING	70.37
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	423.95
			11/15/13	PHS EMPLOYEE	423.96
			11/01/13	PHS FAMILY #3	31.88
			11/15/13	PHS FAMILY #3	31.88
		UNIVERSAL LUBRICANTS, LLC	11/05/13	STOCK OIL	34.40
		HFE PROCESS, INC.	11/14/13	FLOAT TRAP CORK GASKET	45.65
			11/15/13	GASKET,IMPELLER BLT, SNGL	459.44
		ROBERTS TRUCK CENTER	11/13/13	#918 VAC TRUCK SPRINGS	1,781.53
			11/12/13	COOLER STOCK	132.47
			11/13/13	DISC FOR #921	132.66
			11/18/13	#921 CLUTCH	88.44
			11/14/13	DISC FOR #921	132.66
		BARNES DISTRIBUTION	11/04/13	SHOP FLEET PIECES	121.35
			11/06/13	FITTINGS FOR ALL	16.38
		CENTRAL POWER SYSTEMS & SERVICES	11/18/13	AIR PRMY STOCK	13.76
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	30.15

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		DAVE'S ELECTRIC, INC.	11/20/13	DISCONNECT MTR 4 SEAL REPL	104.00
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	25.66
			11/15/13	DELTA DENTAL OF KANSAS	25.66
			11/01/13	DELTA DENTAL OF KANSAS	22.74
			11/15/13	DELTA DENTAL OF KANSAS	22.37
		EAE ENTERPRISES	11/06/13	CITY JACKETS AND BIBS W/ L	66.33
		GEARY COUNTY PUBLIC WORKS	11/07/13	SEWER MAINT-UNLEADED	665.32
			11/07/13	SEWER-MAINT-DIESEL	726.22
			11/07/13	FUEL SURCHARGE	32.63
			11/07/13	CARD	0.00
		KEY OFFICE EQUIPMENT	11/21/13	INK CART, WHTOUT,BNDR,CPY	29.92
		KANSAS GAS SERVICE	11/21/13	2324 N JACKSON-OCT 2013	96.78
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	61.21
			11/15/13	KPERS #2	361.83
		CARD CENTER	11/08/13	PADLOCKS	37.97
			11/19/13	WALMART-FOOD DPW APPRECIAT	56.80
			11/19/13	WALMART-FOOD DPW APPRECIAT	22.11
			11/19/13	ORSCHLN-DPW PWR WASHER	150.00
			11/19/13	SUBWAY-ONSITE TRNING SS CL	20.95
			11/19/13	STAPLES-BROTHERS TNER	41.00
			11/08/13	SILICONE	10.98
			11/08/13	LIFT STATION PARTS	316.00
			11/08/13	LIFT STATION PARTS	237.76
			11/08/13	LS HEATERS	39.48
			11/08/13	CAULK,CATALYST,SHP TWLS	17.96
			11/08/13	OFFICE SUPPLIES	6.23
			11/08/13	OFFICE SUPPLIES	5.72
			11/08/13	OFFICE SUPPLIES	8.02
		CINTAS #451	11/12/13	WKLKY MATS AND MOP	7.25
			11/19/13	WKLKY MATS AND MOP	7.25
		CARY COMPANY	11/14/13	JUMBO PAPER TOWELS	11.08
				TOTAL:	7,509.14
SEWER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	671.70
			11/15/13	MEDICARE WITHHOLDING	157.08
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	313.74
			11/15/13	PHS EMPLOYEE	313.76
			11/01/13	PHS EMP/SPOUSE	50.87
			11/15/13	PHS EMP/SPOUSE	50.87
			11/01/13	PHS FAMILY #2	26.21
			11/15/13	PHS FAMILY #2	26.21
			11/01/13	PHS FAMILY 3000	59.36
			11/15/13	PHS FAMILY 3000	59.36
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	46.41
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	61.13
			11/15/13	DELTA DENTAL OF KANSAS	61.13
			11/01/13	DELTA DENTAL OF KANSAS	25.81
			11/15/13	DELTA DENTAL OF KANSAS	26.17
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	412.15
			11/15/13	KPERS #2	523.60
		POSTMASTER	11/22/13	NOV 2013-POSTAGE MACHINE	1,250.00
				TOTAL:	4,135.56
WASTEWATER PLANTS	WATER & SEWER FUND	DS&O RURAL ELECTRIC	11/21/13	SEWER LIFT	41.67
			11/21/13	BROOKEBEND LIFT STATION	87.64
			11/21/13	LIFT STATION- HILLTOP #5	123.36

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/21/13	2542/2548 JAGER DR SWR LIF	78.86
			11/21/13	2326/2321 OSPREY SWR LIFT	101.03
			11/21/13	2515 WILMA-OLIVIA FARMS-LI	77.47
		VEOLIA WATER NORTH AMERICA	10/28/13	WASTEWATER UTILITY	106,991.44
			10/28/13	WW MONTHLY R & M FEE	41,412.67
				TOTAL:	148,914.14
NON-DEPARTMENTAL	STORM WATER	INTERNAL REVENUE SERVICE	11/15/13	FEDERAL WITHHOLDING	250.36
			11/15/13	SOCIAL SECURITY WITHHOLDIN	135.55
			11/15/13	MEDICARE WITHHOLDING	31.70
		ING LIFE INSURANCE & ANNUITY COMPANY	11/15/13	ING	25.00
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	53.00
			11/15/13	PHS EMPLOYEE	53.00
		CITY OF JUNCTION CITY	11/01/13	TELEPHONE REIMBURSEMENT	6.62
			11/15/13	TELEPHONE REIMBURSEMENT	6.62
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC VOLUNTARY BENEF	5.41
			11/15/13	CITY OF JC VOLUNTARY BENEF	5.41
			11/01/13	CITY OF JC BEFORE TAX	13.88
			11/15/13	CITY OF JC BEFORE TAX	13.88
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	5.34
			11/15/13	DELTA DENTAL OF KANSAS	5.34
		KANSAS DEPT OF REVENUE	11/15/13	STATE WITHHOLDING	77.73
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	41.66
			11/15/13	KPERS #2	73.22
		CITY OF JC FLEX SPENDING ACCT 1074334	11/15/13	FLEX SPENDING-1074334	3.13
		ROLLING MEADOWS GOLF COURSE	11/15/13	ROLLING MEADOWS GOLF COURSE	5.21
		UNITED WAY OF JUNCTION CITY-GEARY COUN	11/15/13	UNITED WAY	2.25
				TOTAL:	814.31
STORM WATER MANAGEMENT	STORM WATER	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	135.57
			11/15/13	MEDICARE WITHHOLDING	31.70
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	211.97
			11/15/13	PHS EMPLOYEE	211.96
		HDR ENGINEERING INC	11/25/13	SUTTERWOODS SPILLWAY REPAI	217.00
		AMEC ENVIRONMENT & INFRASTRUCTURE INC	11/25/13	PS RENDERED THROUGH SEPT '	28,219.70
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	12.31
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	10.80
			11/15/13	DELTA DENTAL OF KANSAS	10.80
			11/01/13	DELTA DENTAL OF KANSAS	8.19
			11/15/13	DELTA DENTAL OF KANSAS	8.19
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	91.53
			11/15/13	KPERS #2	107.27
		POSTMASTER	11/22/13	NOV 2013-POSTAGE MACHINE	1,250.00
		THE PRINTERY	11/20/13	9600 STORM WATER FLYERS B/	596.00
			11/20/13	100 STORM WATER FLYERS COL	88.00
		SELLERS EQUIPMENT, INC	11/04/13	#690 MANIFOLD PRKG BRAKE	444.21
			11/04/13	#690-SEAL,O-RNG,CBLE ASSY	765.82
			11/07/13	#690 VAVLENEUTRAL SOLENOID	212.58
			11/07/13	#690 COIL	126.35
			11/08/13	PIGTAIL FOR GOLD MANI-#690	56.00
				TOTAL:	32,815.95
LIBRARY	LIBRARY FUND	DOROTHY BRAMLAGE LIBRARY	11/13/13	TAX DISTN OCT 2013	13,333.48
				TOTAL:	13,333.48
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	11/15/13	FEDERAL WITHHOLDING	962.06

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/15/13	SOCIAL SECURITY WITHHOLDIN	597.17
			11/15/13	MEDICARE WITHHOLDING	139.66
		ING LIFE INSURANCE & ANNUITY COMPANY	11/15/13	ING	103.21
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	175.96
			11/15/13	PHS EMPLOYEE	175.96
			11/01/13	PHS FAMILY #2	8.71
			11/15/13	PHS FAMILY #2	8.71
			11/01/13	PHS FAMILY #3	51.14
			11/15/13	PHS FAMILY #3	51.14
			11/01/13	PHS FAMILY 3000	54.89
			11/15/13	PHS FAMILY 3000	54.89
		CITY OF JUNCTION CITY	11/01/13	TELEPHONE REIMBURSEMENT	5.30
			11/15/13	TELEPHONE REIMBURSEMENT	5.30
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC VOLUNTARY BENEF	27.18
			11/15/13	CITY OF JC VOLUNTARY BENEF	27.18
			11/01/13	CITY OF JC BEFORE TAX	30.53
			11/15/13	CITY OF JC BEFORE TAX	30.53
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	18.13
			11/15/13	DELTA DENTAL OF KANSAS	18.13
		KANSAS DEPT OF REVENUE	11/15/13	STATE WITHHOLDING	307.09
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	28.85
			11/15/13	KPERS #2	536.56
		CITY OF JC FLEX SPENDING ACCT 1074334	11/15/13	FLEX SPENDING-1074334	15.38
		UNITED WAY OF JUNCTION CITY-GEARY COUN	11/15/13	UNITED WAY	3.55
				TOTAL:	3,437.21
SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	525.99
			11/15/13	MEDICARE WITHHOLDING	123.02
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	678.36
			11/15/13	PHS EMPLOYEE	678.36
			11/01/13	PHS FAMILY #2	34.85
			11/15/13	PHS FAMILY #2	34.85
			11/01/13	PHS FAMILY #3	42.40
			11/15/13	PHS FAMILY #3	42.40
		UNIVERSAL LUBRICANTS, LLC	11/05/13	STOCK OIL	68.81
		BARNES DISTRIBUTION	11/04/13	SHOP FLEET PIECES	242.71
			11/06/13	FITTINGS FOR ALL	32.75
		CENTRAL POWER SYSTEMS & SERVICES	11/18/13	AIR PRMY STOCK	27.53
			11/19/13	SANI CLUTCH PACK	894.54
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	50.29
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	27.00
			11/15/13	DELTA DENTAL OF KANSAS	27.00
			11/01/13	DELTA DENTAL OF KANSAS	46.49
			11/15/13	DELTA DENTAL OF KANSAS	46.49
		EAE ENTERPRISES	11/06/13	CITY JACKETS AND BIBS W/ L	132.66
		GEARY COUNTY PUBLIC WORKS	11/07/13	SANITATION-UNLEADED	61.90
			11/07/13	SANITATION-DIESEL	4,545.14
			11/07/13	FUEL CHARGE	105.10
			11/07/13	CARDS	0.00
		GROSS WRECKER SERVICE	10/04/13	#583 TOW	425.00
			11/13/13	#583 TOW	500.00
		KEY OFFICE EQUIPMENT	11/21/13	INK CART, WHTOUT,BNDR,CPY	59.83
		KANSAS GAS SERVICE	11/21/13	2324 N JACKSON-OCT 2013	96.78
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #2	758.64
		THE PRINTERY	11/14/13	DUMPSTER DECALS	754.00
		CARD CENTER	11/19/13	WALMART-FOOD DPW APPRECIAT	56.80

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/19/13	WALMART-FOOD DPW APPRECIAT	22.11
			11/19/13	ORSCHLN-DPW PWR WASHER	150.00
			11/19/13	STAPLES-BROTHERS TNER	41.00
			11/08/13	OFFICE SUPPLIES	12.47
			11/08/13	OFFICE SUPPLIES	11.45
			11/08/13	OFFICE SUPPLIES	16.06
		CINTAS #451	11/12/13	WKLKY MATS AND MOP	14.50
			11/19/13	WKLKY MATS AND MOP	14.50
		VEOLIA WATER NORTH AMERICA	10/28/13	WALL HUGGER RECYCLING SYS	5,516.23
			11/12/13	2 RECYCLING SYSTEM KITS	5,516.23
		CARY COMPANY	11/14/13	JUMBO PAPER TOWELS	<u>22.18</u>
				TOTAL:	22,456.42
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	71.17
			11/15/13	MEDICARE WITHHOLDING	16.66
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	25.43
			11/15/13	PHS EMPLOYEE	25.43
			11/01/13	PHS FAMILY 3000	25.43
			11/15/13	PHS FAMILY 3000	25.43
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	6.75
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	9.72
			11/15/13	DELTA DENTAL OF KANSAS	9.72
			11/01/13	DELTA DENTAL OF KANSAS	1.64
			11/15/13	DELTA DENTAL OF KANSAS	1.64
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	63.39
			11/15/13	KPERS #2	27.42
		POSTMASTER	11/22/13	NOV 2013-POSTAGE MACHINE	<u>1,250.00</u>
				TOTAL:	1,559.83
CAPITAL IMPROVEMENT	CAPITAL IMPROVEMEN	BRUCE MCMILLAN AIA ARCHITECTS, P.A.	11/01/13	ADDITIONAL ARCHITECURAL/CO	<u>6,644.21</u>
				TOTAL:	6,644.21
EMPLOYEE BENEFITS	EMPLOYEE BENEFITS	NAT'L INSURANCE MARKETING BROKERS LLC	11/22/13	NOV 2013 PAYMENT	60.87
		DELTA DENTAL (PREMIUMS)	11/18/13	NOVEMBER PREMIUMS 2013	<u>1,536.40</u>
				TOTAL:	1,597.27
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	11/15/13	FEDERAL WITHHOLDING	308.59
			11/15/13	MEDICARE WITHHOLDING	30.43
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	40.73
			11/15/13	PHS EMPLOYEE	42.40
		JCPOA	11/15/13	JCPOA	20.00
		KANSAS DEPT OF REVENUE	11/15/13	STATE WITHHOLDING	91.21
		KANSAS PUBLIC EMPLOYEES	11/15/13	KP&F	<u>153.07</u>
				TOTAL:	686.43
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	11/15/13	MEDICARE WITHHOLDING	30.43
		CREATIVE PRODUCT SOURCING, INC-DARE	11/22/13	DARE INCENTIVES	4,044.67
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	162.93
			11/15/13	PHS EMPLOYEE	169.59
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	10.38
		SPIN CITY	11/22/13	DARE PARENT NITE-FACILITY	300.00
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	10.51
			11/15/13	DELTA DENTAL OF KANSAS	10.94
		KANSAS PUBLIC EMPLOYEES	11/15/13	KP&F	<u>369.50</u>
				TOTAL:	5,108.95

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	11/15/13	FEDERAL WITHHOLDING	33.83
			11/15/13	SOCIAL SECURITY WITHHOLDIN	32.39
			11/15/13	MEDICARE WITHHOLDING	7.58
		ING LIFE INSURANCE & ANNUITY COMPANY	11/15/13	ING	25.00
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	21.20
			11/15/13	PHS EMPLOYEE	21.20
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	5.33
			11/15/13	DELTA DENTAL OF KANSAS	5.33
		KANSAS DEPT OF REVENUE	11/15/13	STATE WITHHOLDING	11.82
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	22.29
		CITY OF JC FLEX SPENDING ACCT 1074334	11/15/13	FLEX SPENDING-1074334	8.34
				TOTAL:	194.31
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	11/15/13	SOCIAL SECURITY WITHHOLDIN	32.38
			11/15/13	MEDICARE WITHHOLDING	7.57
		GEARY COUNTY ATTORNEY	11/22/13	13CV235 ATTORNEY FEES FORF	22,068.00
			11/22/13	13CV82 ASSET FORFEITURE FE	124,234.50
		COVENTRY HEALTH SYSTEMS	11/01/13	PHS EMPLOYEE	84.79
			11/15/13	PHS EMPLOYEE	84.79
		NAT'L INSURANCE MARKETING BROKERS LLC	11/01/13	CITY OF JC EMPLOYER PD LIF	4.15
		DELTA DENTAL (PAYROLL)	11/01/13	DELTA DENTAL OF KANSAS	10.80
			11/15/13	DELTA DENTAL OF KANSAS	10.80
		GEARY COUNTY PUBLIC WORKS	11/22/13	DTF FUEL OCTOBER 2013	431.88
		GEARY COUNTY SHERIFF	11/22/13	13CV235 ASSET SHARING	62,526.00
			11/22/13	13CV82 ASSET SHARING	351,997.75
		KANSAS PUBLIC EMPLOYEES	11/15/13	KPERS #1	48.98
		CARD CENTER	11/18/13	CHEMTEX/BSAFE-DOOR SPREADE	210.00
			11/18/13	OPTICS PLANET-GLOCK TACT L	405.17
			11/18/13	ORSCHELNS-STORAGE CAN-BARN	21.99
			11/18/13	RAY ALLEN-STAKE OUT LINE B	39.14
			11/18/13	DILLONS FUNERAL ARRANGE #6	76.49
				TOTAL:	562,295.18
LAW ENFORCEMENT TRAIN	LAW ENFORCEMENT TR	CARD CENTER	11/18/13	APPLEB-MEALS OFF INV SHOOT	12.21
			11/18/13	LEGENDS-MEALS ICAC #729,73	24.18
			11/18/13	LEGENDS-MEALS ICAC #729	11.59
			11/18/13	ARBYS-MEALS ICAC #729,739	13.80
			11/18/13	ACT TRNG-OFF INV SHOOT #73	195.00
			11/18/13	UNITED AIR-WALLBANGER TRN#	218.60
				TOTAL:	475.38

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
===== FUND TOTALS =====					
01	GENERAL FUND				348,546.31
02	GRANTS				1,994.75
10	SPIN CITY				3,581.55
12	BOND & INTEREST				58,643.95
15	WATER & SEWER FUND				373,273.41
18	STORM WATER				33,630.26
20	LIBRARY FUND				13,333.48
23	SANITATION FUND				27,453.46
25	CAPITAL IMPROVEMENT FUND				6,644.21
35	EMPLOYEE BENEFITS FUND				1,597.27
47	DRUG & ALCOHOL ABUSE FUND				5,795.38
50	SPECIAL LE TRUST FUND				562,489.49
54	LAW ENFORCEMENT TRAINING				475.38

GRAND TOTAL:					1,437,458.90

TOTAL PAGES: 24

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 11/13/2013 THRU 11/26/2013

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: APPROPRIATIONS-NOV 13-NOV 26 2013-CS
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

Backup material for agenda item:

- b. Consideration of November 19, 2013 City Commission Minutes.

CITY COMMISSION MINUTES

November 19, 2013

7:00p.m.

CALL TO ORDER

The regular meeting of the Junction City Commission was held on Tuesday, November 19, 2013 with Mayor Cecil Aska presiding.

The following members of the Commission were present: Cecil Aska, Mick McCallister, Mike Ryan, and Jim Sands. Staff present was: City Manager Smith, Assistant City Manager Beatty, City Attorney Logan, and City Clerk Ficken.

PUBLIC COMMENT

Leon Osborne encouraged the City to approve the design standards on the agenda. The standards make it easier for the public to plan projects. Mr. Osborne stated that there are several hundred empty lots in the City that have not sold. Ideas are needed to get things moving and make the lots affordable. Mayor Aska stated that the Commission is aware of the issue & Commissioner McCallister stated that people need to think outside the box on this.

Gerald Gerloff stated that the new Opera House Director position should not be changed when the City has to ask the State for borrowing. He stated that the City is in a poor financial situation.

Lenea Alt stated that the shelter does not have time to run a foster home program; the shelter is not large enough. Mrs. Alt stated that the ordinance needs to be adopted without the restriction on number of pets.

Representative Rothlisberg stated that he is returning from a surgery. He was to hear from that that are in favor and opposed to a casino being located in Junction City.

Paula Foltz of 522 S. Calhoun requested that the restriction on the number of animals be removed from the ordinance. She believes that ordinance will harm those who are helping with the problems.

CVB Director Connie Hall stated that the CVB supports the casino issue.

Susan Jagerson stated that the EDC supports the casino and voted 7-0 to support the idea for Jobs and additional economic development.

Emily Fawcett stated that animal hoarding according to their lobbyist is not a problem in Junction City. She stated that education might be a problem;

remember to spay and neuter your pets. Mrs. Fawcett stated that she is inspected by the state and the new animal shelter director is amazing.

CONSENT AGENDA

Consideration of Appropriation Ordinance A-22-2013 dated October 29, 2013 through November 12, 2013 in the amount of \$524,459.07. Commissioner Ryan moved, seconded by Commissioner McCallister to approve the consent agenda. Ayes: Aska, McCallister, Ryan, Sands. Motion carried.

Consideration of November 5, 2013 City Commission Minutes. Commissioner Ryan moved, seconded by Commissioner McCallister to approve the consent agenda. Ayes: Aska, McCallister, Ryan, Sands. Motion carried.

The consideration and approval of the 2014 Cereal Malt Beverage Licenses. Commissioner Ryan moved, seconded by Commissioner McCallister to approve the consent agenda. Ayes: Aska, McCallister, Ryan, Sands. Motion carried.

Consideration of ambulance contractual obligation adjustments and bad debt adjustments (October 2013). Commissioner Ryan moved, seconded by Commissioner McCallister to approve the consent agenda. Ayes: Aska, McCallister, Ryan, Sands. Motion carried.

SPECIAL PRESENTATIONS

Shop Small Saturday proclamation by Mayor Aska. Mayor Aska presented the proclamation.

NEW BUSINESS

Adoption of Ordinance G-1134, a new code for Animal Control in Junction City, Chapter 215 of City Code. Commissioner Aska asked Assistant City Manager Beatty to clarify the numbers issue. Assistant City Manager Beatty stated that the number of dogs would be limited to 5, but there is a grandfather clause written into the ordinance which would allow owners to register their pets with the Police Department. Additionally, a home could have a combination of up to 5 dogs, cats, ferrets and domesticated rodents, but not a total over ten animals combined. Krista Blaisdell stated that the state limit is 19 pets; foster homes would be able to keep animals in addition to the 5 limit. The local animal shelter would administer the foster program under current state statute. Krista added that the sponsoring animal shelter could be from another community such as Manhattan, Salina, etc. Assistant City Manager Beatty stated that the City would simply receive the same report that the Shelter provides to the State of Kansas. Assistant City Manager Beatty stated that the committee also considered 4 and 6 of each pet before settling on 5. Mayor Aska inquired as to whether Commissioner McCallister was satisfied with the tethering issue. Commissioner McCallister stated that he felt the tethering issue was corrected, but the public call has been to eliminate the limit on the number of pets. Mayor Aska asked Chief Brown to provide his thoughts on limiting the number of pets. Chief Brown

stated that there was one situation where a home had to be torn down due to damage caused by excessive animals, but most pet owners are responsible. Chief Brown stated that the Animal Control Officer will inventory animals, and that registration process will not be a problem. Commissioner McCallister moved, seconded by Commissioner Ryan to approve Ordinance G-1134 with the limitation on the number of animals item removed. Ayes: McCallister, Ryan. Nays: Aska, Sands. Motion failed. Commissioner Sands moved, seconded by Mayor Aska to approve Ordinance G-1134 as presented. Ayes: Aska, Sands. Nays: McCallister, Ryan. Nays: none. Motion failed. Commissioner Ryan moved, seconded by Commissioner Sands to table the item. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of an amendment to the Ventria Development Agreement. Tom Weigand stated that the EDC supports the proposed amendment. Mr. Weigand stated that this is a deferral and not a forgiveness of obligations; it is a goal to work toward clustering successful organizations. The Commission directed City Attorney Logan to draft an agreement with the terms as discussed to consider at the next Commission meeting. City Commissioner McCallister moved, seconded by Commissioner Sands to approve the terms as presented. Ayes: Aska, McCallister, Ryan, Sands.

Consideration of the 2014 Rolling Meadows rate schedule. Commissioner Sands moved, seconded by Commissioner Ryan to approve the 2014 Rolling Meadows rate schedule as presented. Ayes: Aska, Ryan, Sands. Nays: none. Motion carried.

Consideration of an update to the City anti-harassment policy. Commissioner McCallister moved, seconded by Commissioner Ryan to approve Resolution R-2736. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration and Adoption of Ordinance Amendments and Amended City of Junction City, Engineering Design Standards. Commissioner Sands stated that he believes 5 feet is very wide for a sidewalk. Municipal Services Director McCaffery stated that the standards will change the thickness at a driveway but the 5 feet wide requirement is current code and was less in the past. Municipal Services Director McCaffery stated that five feet is typical for sidewalks today; the safe routes to school sidewalks were five feet wide. Commissioner Sands asked who is responsible for broken sidewalks. City Attorney Logan stated that the homeowner is responsible for sidewalk maintenance, and that code is consistent with state law. Municipal Services Director McCaffery stated that a matching sidewalk program could be a future possibility. Commissioner Ryan moved, seconded by Commissioner McCallister to approve Ordinance G-1136. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner Sands moved, seconded by Commissioner McCallister to approve Ordinance G-1137. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner Ryan moved, seconded by Commissioner McCallister to approve Ordinance G-1138. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner Sands moved, seconded by Commissioner Ryan

to approve Ordinance G-1139. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner Sands moved, seconded by Commissioner Ryan to approve Ordinance G-1140. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner Ryan moved, seconded by Commissioner Sands to approve Ordinance R-2758. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner Sands moved, seconded by Commissioner Ryan to approve Ordinance R-2759. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of funding option for Opera House Executive Director position. Assistant City Manager Beatty provided information on funding for the proposed additional personnel expenses for the Opera House; the City can use revenue from economic development claw backs in the amount of \$460,000 above the cost of the projected Municipal Court building improvements. Commissioner Ryan stated that his vision for those funds was for street improvement. Assistant City Manager Beatty stated that the City received \$600,000 from the recent bond refinance that could be used for street improvements. Commissioner Sands stated that he cannot vote in favor of this until he is made aware of the proposed budget amendments. Commissioner McCallister moved, seconded by Commissioner Aska to approve funding for the executive director of the Opera House for discretionary funds as described. Ayes: Aska, McCallister, Ryan. Nays: Sands. Motion carried.

Set hearing for the consideration of 2013 Budget Amendments. Commissioner Ryan moved, seconded by Commissioner McCallister to hold a public hearing for amending the 2013 Budget as presented. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of award of bid to auditing firm. Commissioner Sands moved, seconded by Commissioner Ryan to approve award of bid to the auditing firm Mize Houser & Company for 5 years as presented. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of Resolution R-2739 support for a gaming facility in Junction City. Commissioner Aska moved, seconded by Commissioner Ryan to table Resolution R-2739 until the next Commission Meeting. Ayes: Aska, McCallister, Ryan, Sands. Motion carried.

EXECUTIVE SESSION

Discussions relating to the acquisition of real estate. Commissioner Ryan moved, seconded by Commissioner Sands to adjourn to executive session at 9:05 p.m. for 20 minutes to discuss real estate acquisition to include the Commission, City Attorney, City Manager & Assistant City Manager. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner McCallister moved, seconded by Commissioner Sands to adjourn from executive session at 9:25 p.m. where no

decisions were made and no actions were taken. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried.

COMMISSIONER COMMENTS

Commissioner Ryan stated that the only people with more than five dogs were attending the meeting and a foster program will not help when family members visit with pets. The shelter is euthanizing fewer animals and that is good.

Commissioner Sands stated that CVB Marketing Grants are available; get your paperwork together and apply. The casino issue is receiving support but let your positions be known to your elected officials. Commissioner Sands stated that the Christmas parade is only a week away; his in-laws stated that the parade is the best they have seen. Be sure to think about the less fortunate this year; consider the angel tree and other opportunities, and be safe.

Commissioner McCallister stated that the casino issue is going to take a lot of effort, time, persistence, and the ability to manage expectations. This is about jobs for the community. The Community was told that 18,500 soldiers were coming to town and people built to meet that demand with good intentions. The community must get over the mistakes and the casino idea is a step in the right direction.

Mayor Aska reminded people to shop small and local on November 30, 2013.

STAFF COMMENTS

City Manager Smith stated that the core advisory committee discussed addressing low hanging fruit that will not bog down in the AG office and in Washington. Some successes on cooperation will help by providing the Army with cover; other military branches have been successful in this arena.

ADJOURNMENT

Commissioner McCallister moved, seconded by Commissioner Ryan to adjourn at 9:44 p.m. Ayes: Aska, McCallister, Ryan, Sands. Nays: none. Motion carried.

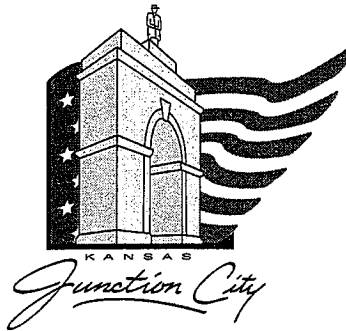
APPROVED AND ACCEPTED THIS 3RD DAY OF DECEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR NOVEMBER 19, 2013.

Tyler Ficken, City Clerk

Cecil Aska, Mayor

Backup material for agenda item:

- c. Consideration and approval of Payroll #22, #23 and #24 for the month of November.



City of Junction City - City Commission Agenda Memo

December 3, 2013

From: Michelle Seibel, Director of Human Resources
To: Mayor & Commissioners
Subject: Payroll 22, 23 and 24

Objective: The consideration and approval of Payroll #22, #23 and #24 for the month of November

Explanation of Issue: The payrolls for November 2013 were calculated as the attachment outlines.

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand

Approve, disapprove or table the Payroll #22, #23 and #24 request

Recommendation: City staff recommends that the City Commission approve the November 2013 Payroll.

Enclosures:

1. Calculation of Employer Expenses for payroll #22, #23 and #24
2. General Ledger Totals

Employer Paid Wages & Benefits

	Payroll #22	Payroll #23	Payroll #24
Retirement Contributions			
KPERS Tier 1	\$ 4,912.06	\$ 4,901.66	\$ 4,841.80
KPERS Tier 2	\$ 6,045.37	\$ 6,090.21	\$ 6,156.89
KP&F	\$ 30,613.41	\$ 30,550.47	\$ 33,079.61
KPERS Retiree	\$ 205.54	\$ 243.86	\$ 243.86
Taxes			
Social Security	\$ 8,156.41	\$ 8,261.94	\$ 8,593.21
Medicare	\$ 4,174.56	\$ 4,198.73	\$ 4,584.65
Benefits			
Delta Dental	\$ 2,518.20	\$ 2,529.14	\$ -
Preferred Health Systems	\$ 21,096.72	\$ 21,266.31	\$ -
Benefits Direct	\$ 1,661.98		\$ -
Wages Payable			
Employee Salary	\$ 313,712.55	\$ 314,772.47	\$ 328,351.38

DEPT: ALL

PAYROLL NO#: 01

PR24

GENERAL LEDGER TOTALS

FUND	ACCOUNT	REF	ACCT NAME	*** DEBITS ***		*** CREDITS ***	
				HOURS	AMOUNT	HOURS	AMOUNT
47	5-47-00-0520	PYEXP	REGULAR TIME SALARY & WAGES	80.00	2,140.80		
47	2-00-00-0256	02	KPFR PAYABLE				153.07
47	2-00-00-0260	10	JCPOA UNION DUES PAYABLE				20.00
47	2-00-00-0250	FEDWH	F.I.T PAYABLE				319.19
47	2-00-00-0251	MEDIC	FICA PAYABLE				31.04
47	2-00-00-0252	STWH	SIT PAYABLE				93.28
FUND TOTAL					1,524.22		

50	5-00-00-0520	PYEXP	REGULAR TIME SALARY & WAGES	40.00	557.20		
50	2-00-00-0255	01	KPERS PAYABLE				22.29
50	2-00-00-0261	50	AETNA DEFERRED COMP PAY				25.00
50	2-00-00-0250	FEDWH	FEDERAL WITHHOLDING				39.06
50	2-00-00-0251	FICA	FICA				34.55
50	2-00-00-0251	MEDIC	FICA				8.08
50	2-00-00-0252	STWH	STATE WITHHOLDING				13.53
FUND TOTAL					414.69		

99	2-00-00-0298	WPAYB	WAGES PAYABLE				238,707.88
FUND TOTAL							238,707.88CR

G / L TOTALS				28,444.50	328,351.38	0.00	328,351.38

DEPT: ALL

PAYROLL NO#: 01

PR23

GENERAL LEDGER TOTALS

FUND	ACCOUNT	REF	ACCT NAME	*** DEBITS ***		*** CREDITS ***	
				HOURS	AMOUNT	HOURS	AMOUNT
47	2-00-00-0256	02	KPFR PAYABLE				153.07
47	2-00-00-0260	10	JCPOA UNION DUES PAYABLE				20.00
47	2-00-00-0250	FEDWH	F.I.T PAYABLE				308.59
47	2-00-00-0257	PH E	EMP MEDICAL INS PAYABLE				42.40
47	2-00-00-0251	MEDIC	FICA PAYABLE				30.43
47	2-00-00-0252	STWH	SIT PAYABLE				91.21
			FUND TOTAL		1,495.10		
<hr/>							
50	5-00-00-0520	PYEXP	REGULAR TIME SALARY & WAGES	40.00	557.20		
50	2-00-00-0255	01	KPERS PAYABLE				22.29
50	2-00-00-2377	13	CENTRAL STATES				8.34
50	2-00-00-0267	DDFAM	DENTAL PAYABLE				5.33
50	2-00-00-0261	50	AETNA DEFERRED COMP PAY				25.00
50	2-00-00-0250	FEDWH	FEDERAL WITHHOLDING				33.83
50	2-00-00-0251	FICA	FICA				32.39
50	2-00-00-0257	PH E	EMP MEDICAL INS PAYABLE				21.20
50	2-00-00-0251	MEDIC	FICA				7.58
50	2-00-00-0252	STWH	STATE WITHHOLDING				11.82
			FUND TOTAL		389.42		
<hr/>							
99	2-00-00-0298	WPAYB	WAGES PAYABLE				214,845.04
			FUND TOTAL				214,845.04CR
<hr/>							
G / L T O T A L S				27,555.50	314,772.47	0.00	314,772.47

PR22

GENERAL LEDGER TOTALS

FUND	ACCOUNT	REF	ACCT NAME	*** DEBITS ***		*** CREDITS ***	
				HOURS	AMOUNT	HOURS	AMOUNT
47	2-00-00-0257	PH E	EMP MEDICAL INS PAYABLE				40.73
47	2-00-00-0251	MEDIC	FICA PAYABLE				30.46
47	2-00-00-0252	STWH	SIT PAYABLE				91.74
			FUND TOTAL		1,489.62		

50	5-00-00-0520	PYEXP	REGULAR TIME SALARY & WAGES		557.20		
50	2-00-00-0255	01	KPERS PAYABLE				22.29
50	2-00-00-2377	13	CENTRAL STATES				8.34
50	2-00-00-0267	DDFAM	DENTAL PAYABLE				5.33
50	2-00-00-0261	50	AETNA DEFERRED COMP PAY				25.00
50	2-00-00-0250	FEDWH	FEDERAL WITHHOLDING				33.83
50	2-00-00-0251	FICA	FICA				32.39
50	2-00-00-0257	PH E	EMP MEDICAL INS PAYABLE				21.20
50	2-00-00-0251	MEDIC	FICA				7.58
50	2-00-00-0252	STWH	STATE WITHHOLDING				11.82
			FUND TOTAL		389.42		

99	2-00-00-0298	WPAYB	WAGES PAYABLE				214,388.61
			FUND TOTAL				214,388.61CR

G / L T O T A L S				0.00	313,308.24	0.00	313,308.24

PR22

GENERAL LEDGER TOTALS

FUND	ACCOUNT	REF	ACCT NAME	*** DEBITS ***		*** CREDITS ***	
				HOURS	AMOUNT	HOURS	AMOUNT
01	2-00-00-0251	MEDIC	FICA PAYABLE				
01	2-00-00-0735	SP	TELEPHONE REIMBURSEMENT				
01	2-00-00-0252	STWH	SIT PAYABLE				
FUND TOTAL							404.31CR

15	5-34-00-0520	PYEXP	REGULAR TIME SALARY & WAGES				
15	5-41-00-0520	PYEXP	REGULAR TIME SALARY & WAGES				
15	2-00-00-0255	04	KPERS PAYABLE				
15	2-00-00-2377	13	MED REIMB/DEP CARE				
15	2-00-00-0250	FEDWH	F.I.T PAYABLE				
15	2-00-00-0251	FICA	FICA PAYABLE				
15	2-00-00-0251	MEDIC	FICA PAYABLE				
15	2-00-00-0735	SP	TELEPHONE REIMBURSEMENT				
15	2-00-00-0252	STWH	SIT PAYABLE				
FUND TOTAL							

99	2-00-00-0298	WPAYB	WAGES PAYABLE		404.31		
FUND TOTAL					404.31		

G / L TOTALS				0.00	404.31	0.00	404.31

Backup material for agenda item:

- d. Consideration of the purchase of three Police vehicles

City of Junction City

City Commission

Agenda Memo

12-03-13

From: Tim Brown, Chief of Police
To: Gerald Smith, City Manager
Subject: Police Department Vehicle Purchase

Objective: The Police Department seeks approval to purchase a 2014 Chevrolet K1500 Pickup, a 2014 Dodge Charger and a 2014 Chevrolet G1300 Van and to declare a 2003 Ford F150 Pickup, a 2009 Dodge Charger and a 2003 Ford Windstar as surplus and approve the sale of the vehicles by auction.

Explanation of Issue: The Police Department seeks approval to purchase a 2014 Chevrolet K1500 Pickup in the amount of \$29,683.90. This vehicle will replace a 2003 Ford F150 Pickup currently being used as a Drug Operations Group vehicle. The vehicle was purchased with asset forfeiture funds in 2007. Mileage on the vehicle is 156,917 miles. Maintenance costs for this vehicle total \$6,025. The Police Department is proposing the 2003 Ford F150 pickup be declared as surplus. Staff plans to list the vehicle for sale with Purple Wave Auction to dispose of it.

The Police Department seeks approval to purchase a 2014 Dodge Charger in the amount of \$25,564.11. This vehicle will replace a 2009 Dodge Charger currently being used by the Department's K9 officer. The vehicle was purchased with asset forfeiture funds in December 2011 for \$15,800. Mileage on the vehicle is 81,512 miles. Maintenance costs for this vehicle total \$6,446. The Police Department is proposing the 2009 Dodge Charger be declared as surplus. Staff plans to list the vehicle for sale with Purple Wave Auction to dispose of it.

The Police Department seeks approval to purchase a 2014 Chevrolet G1300 van in the amount of \$21,237.92. This vehicle will replace a 2003 Ford Windstar currently being used by the Department's Crime Scene Investigation Unit. The vehicle was obtained through the trade of an asset forfeiture seizure vehicle in May 2009. Mileage on the vehicle is 128,480. Maintenance costs for this vehicle total \$1,073. The Police Department is proposing the 2003 Ford Windstar to be declared as surplus. Staff plans to list the vehicle for sale with Purple Wave Auction to dispose of it.

Budget Impact: Purchase of the 2014 Chevrolet K1500 Pickup, the 2014 Dodge Charger and the 2014 Chevrolet G1300 van will be made with asset forfeiture funds. The purchase of all three vehicles totals \$76,485.93. Purchase will be made under the GSA State contract. No money will be expended from the General Fund. There should be additional income from the sale of the 2003 Ford F150 Pickup, the 2009 Dodge Charger and the 2003 Ford Windstar which will be deposited into the Special Law Enforcement Fund. There is no charge to the City of Junction City by the auction company to list the item for sale.

Special Considerations: There are no special considerations.

Alternatives: The Commission may approve, deny or postpone this item.

Recommendation: Staff recommends the purchase of the 2014 Chevrolet K1500 Pickup, the 2014 Dodge Charger and the 2014 Chevrolet G1300 van and to declare the 2003 Ford F150 Pickup, the 2009 Dodge Charger and the 2003 Ford Windstar as surplus and approve the sale of the vehicles by auction.

Enclosures: GSA vehicle pricing



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I am Randy Brown

Price Comparison	Minimum Requirements	Price Discount	Other Features	Certifications	Emissions	Option	Vendor Performance
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Compare Prices

Pending Orders

Order Status

MVDO

Vendor Performance

Mailing List

Vehicle Availability

Links:

- Fed Veh Slids/Comment Collector
- NHTSA Five-Star Crash Test and Rollover Ratings
- NHTSA Defects and Recalls
- EPA Fuel Economy
- EPA Green Vehicles
- EPA Guidance (BSA)
- VCSS Replaces WebBill
- VCSS & Paperless Billing

My Profile

AutoChoice Tutorial (PDF)

AutoChoice Tutorial (Video)

1122 Tutorial (PDF)

AFV's Guide

Logout

SUMMARY

PICKUP TRUCKS (4X4) - (55 - 4X4 PICKUP, FULL SIZE, CREW CAB, MIN 6700 LBS GVWR)

CONTRACTOR	MODEL	MODEL YR.	ADDITIONAL INFO	MPG (City/Hwy/Combined)	g CO2/mile	TOTAL PRICE	NA
CHRYSLER	RAM 1500	2014		16/23/19	474	\$ 25,993.36	*
FORD	F150	2014		14/19/16	559	\$ 28,631.48	*
* GM	K1500	2014		17/22/19	475	\$ 29,683.90	*

Note: Incl. (Includes) = The selected option is part of a package that includes the listed options.

Req. (Requires) = In order to get the selected option, you must also select from the listed required options.

Excl. (Excludes) = The selected option cannot be ordered with the listed options.

Note: "*" Denotes that one or more options are **NOT AVAILABLE (N/A)**. Please see Contract Detail below:

Manufacturer	CHRYSLER	FORD	GM
Model Picture			
Model	RAM 1500	F150	K1500
Model Year	2014	2014	2014
Additional Info			
Program 1122	Yes	Yes	Yes
Base Price \$ (A)	23,705.00	25,844.00	24,771.00
+ Vehicle Options :			
BLS	266.00	380.00	N/A
CM	Included	116.00	85.00
CNS	-155.00	-150.00	-150.00
DDRL	-33.00	-36.00	0.00
EH	74.00	72.00	77.00
EHM	0.00	N/A	0.00
IE1	296.00	876.00	1,132.00
	Incl: D7 T6A VDD		
MF	0.00	76.00	0.00
	Incl: CM		
RB	492.00	200.00	600.00
RD	N/A	120.00	150.00
RKE	162.00	0.00	150.00
RKS	288.00	N/A	200.00
RM6	0.00	N/A	270.00
SRO	206.00	200.00	1,755.00
		Req: (RH4= 300)	
Addl Required Vehicle Options(G)	0.00	300.00	0.00
Total Vehicle Options (B)	1,596.00	1,854.00	4,269.00
= Subtotal Unit Price (A+B+G)	25,301.00	27,998.00	29,040.00
Quantity (C)	x 1	x 1	x 1
= Sub-Total\$ (A+B+G)*C	25,301.00	27,998.00	29,040.00
+ Order Options :			
PSME x qty 1	435.00	350.00	350.00
Total Order Options(D)\$	435.00	350.00	350.00
= Total Price \$((A+B+G)*C)+D)	25,736.00	28,348.00	29,390.00
+ GSA Surcharge	257.36	283.48	293.90
=Total Selling Price (F)	25,993.36	28,631.48	* 29,683.90
=Unit Selling Price \$) (F/46	25,993.36	28,631.48	29,683.90
	Select Model	Select Model	Select Model

[Back to Options](#)

MPG and g CO2/mile Comparison

Vehicle Model	RAM 1500		F150		K1500	
Base/Options	MPG	g CO2/mile	MPG	g CO2/mile	MPG	g CO2/mile
Base Model	16/23/19	474	14/19/16	559	17/22/19	475
IE1	13/19/15	582	15/21/17	523	16/22/18	490

Option Description	Vendor Data
BLS - BEDLINER, OEM SPRAY-ON	
CM - CARPETED FLOOR COVERING	
CNS - CONSIGNEE DELIVERY (NO DEALER PREP)	
D7 - TOWING/MOUNTAIN RATIO	GM - 3.42 for both 4.3L V6 and 5.3L V8 FORD - 3.55 limited slp
DDRL - DEACTIVATE DAYTIME RUNNING LIGHTS	
EH - ENGINE BLOCK HEATER, OEM	
EHM - ENGINE HOUR METER	
IE1 - Increased Power Engine 1	CHRYSLER - CYL/LTR 8/5.7 HP 395 TORQUE 407 GM - 5.3L V8 355hp, 383 lb-ft torque EcoTec Direct Inj engine FORD - 3.5L V6 ECOBOOST 365 hp 420 torque
MF - FLOOR MATS	
PSME - PARTS AND SERVICE MANUALS -- ELECTRONIC	GM - Shipped at the end of the model year
RB - RUNNING BOARDS	
RD - REAR WINDOW ELECTRIC DEFROSTER	
RH4 - OEM DRAW BAR RECEIVER CLASS IV	FORD - Class IV trailer hitch receiver
RKE - REMOTE KEYLESS ENTRY	
RKS - REMOTE KEYLESS START	
RM6 - MIRRORS-EXTERIOR REARVIEW HEATED AND REMOTE CONTROLLED	GM - Power heated mirror requires RKE
SRO - OEM REVERSE OBSTACLE SENSOR	
T6A - 6-SPEED AUTOMATIC TRANSMISSION	
VDD - VARIABLE DISPLACEMENT ON DEMAND	


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Logout**PICKUP TRUCKS (4X4)**

55 - 4X4 PICKUP, FULL SIZE, CREW CAB, MIN 6700 LBS GVWR

*Click the boxes below to add Optional Equipment:***Body/Chassis**

- ☐ WR - INCREASED GVWR
- ☐ L6CR - 6 FEET BED LENGTH (NOMINAL)

Engines

- ☒ IE1 - Increased Power Engine 1

Alternative Fuel

- ☐ E85 - ETHANOL FLEXIBLE FUEL

Engine Accessories

- ☐ VDD - VARIABLE DISPLACEMENT ON DEMAND
- ☐ OLS - OIL LIFE SYSTEM
- ☒ EH - ENGINE BLOCK HEATER, OEM
- ☒ EHM - ENGINE HOUR METER

Transmission

- ☐ T6A - 6-SPEED AUTOMATIC TRANSMISSION
- ☐ T8A - 8-SPEED AUTOMATIC TRANSMISSION

Drive Axle

- ☐ D7 - TOWING/MOUNTAIN RATIO

Fuel

- ☐ AF1 - CHASSIS MANUFACTURER'S MAXIMUM AVAILABLE FUEL TANK(S)

Exterior

- ☒ RB - RUNNING BOARDS
- ☐ BL - BEDLINER, OEM PLASTIC DROP-IN
- ☐ CBE - CARGO BED EXTENDER
- ☐ RM - EXTRA WIDE MIRRORS
- ☐ KEK - KEYLESS ENTRY KEYPAD
- ☒ RM6 - MIRRORS-EXTERIOR REARVIEW HEATED AND REMOTE CONTROLLED
- ☒ BLS - BEDLINER, OEM SPRAY-ON
- ☐ STG - CARGO BED STEP
- ☐ BB - STORAGE BINS, BOTH BED SIDEWALLS

Doors and Windows

- ☒ RKE - REMOTE KEYLESS ENTRY
- ☒ RKS - REMOTE KEYLESS START
- ☐ SRG - SLIDING REAR WINDOW
- ☒ RD - REAR WINDOW ELECTRIC DEFROSTER

Electronics Audio Visual

- ☐ SYNC - SYNC VOICE ACTIVATED COMMUNICATION SYSTEM
- ☐ OS - ON STAR
- ☐ BTCS - BLUETOOTH COMPATIBLE SYSTEM
- ☐ NAV - NAVIGATION SYSTEM

Interior

- ☐ AP - ADJUSTABLE OPERATING PEDALS
- ☐ VU - VINYL UPHOLSTERY, FRONT AND REAR
- ☐ SK - METRIC SPEEDOMETER / ODOMETER

Floor

- ☒ CM - CARPETED FLOOR COVERING
- ☒ MF - FLOOR MATS

Radio

- ☐ RAX - AM/FM RADIO with AUXILIARY INPUT

Seats

- ☐ RSNC - 2 FR SEATS-NO CENTER CONSOLE-UNFINISHED FLOOR FOR MTG EQUIP
- ☐ RS - RECLINING BUCKET/CAPTAINS CHAIRS

Safety

- ☐ AVSC - AUTOMATIC VEHICLE STABILITY CONTROL
- ☐ SIAB - SIDE SUPPLEMENTAL RESTRAINT SYSTEM, ROW1
- ☐ SRS2 - SIDE SUPPLEMENTAL RESTRAINT SYSTEM ROW 2
- ☐ CBU - BACKUP CAMERA
- ☒ SRO - OEM REVERSE OBSTACLE SENSOR

Suspension

- ☐ 4CAS - FOUR CORNER AIR SUSPENSION SYSTEM
- ☐ ORSP - OFF ROAD SUSPENSION PACKAGE

Tires and Wheels

- ☐ LT - LIGHT TRUCK TIRES
- ☐ AT - ALL TERRAIN TIRE TREAD

Towing

- ☐ CTB - OEM TRAILER BRAKE CONTROLLER

Receiver Hitch

- ☐ RH4 - OEM DRAW BAR RECEIVER CLASS IV

Delivery

- ☒ CNS - CONSIGNEE DELIVERY (NO DEALER PREP)

Delivery outside CONUS

- ☐ DDRG - DEALER DELIVERY GUAM
- ☐ DDRP - DEALER DELIVERY PUERTO RICO
- ☐ DDRA - DEALER DELIVERY ANCHORAGE, FAIRBANKS OR JUNEAU, AK
- ☐ DDRH - DEALER DELIVERY HAWAII

Export Delivery

- ☐ 1611 - OEM EXPORT DOCUMENT FEE

Law Enforcement Options

- ☒ DDRL - DEACTIVATE DAYTIME RUNNING LIGHTS

By selecting this option the Ordering agency/ Operator is exercising Governmental Privilege to exempt vehicles used for law enforcement activities from this GSA minimum requirement because the elimination of DRLs (and corresponding reduction in vehicle conspicuity) is critical to the agency's mission.

Miscellaneous

- ☐ MIL - DATA PLATE AND DD250
- ☐ PSMA - AIR FORCE PARTS AND SERVICE MANUALS
- ☒ PSME - PARTS AND SERVICE MANUALS -- ELECTRONIC
- ☐ PSM - PARTS AND SERVICE MANUALS

Additional Requirements

The Additional Requirements (AREQ) option code allows customers to request specific equipment not listed in the options above. Selection of AREQ will result in the manual processing of your order. After review of the AREQ, GSA will obtain pricing for the AREQ. AREQ should only be used for mission-related requirements. Do not use AREQ to list any of the following: 1) GSA minimum requirements, 2) manufacturer standard equipment, 3) internal agency data, or 4) vendor selection. AREQ cannot be used to request makes/models not offered in AutoChoice, or to request Autochoice options already shown as not available by the manufacturer. Please list AREQ requirements clearly and include enough information for GSA to obtain valid pricing.

You will be required to upload a file detailing your Additional Requirements before sending the order to GSA.

☐ AREQ - ADDITIONAL REQUIREMENTS

Quantity of Vehicles :

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Minimum Requirements

55 - 4X4 PICKUP, FULL SIZE, CREW CAB, MIN 6700 LBS GVWR

A full size pickup with a crew cab shall be provided. The vehicle shall be equipped with the specified length flush style, double walled construction metal bed with stake pockets and tailgate with stays. The flush side pickup body shall have the bed sides even with the cab doors (except dual wheel vehicles, where extension fenders may be employed). The bed shall provide a minimum of 122 cm (48 in) of unobstructed floor space between the wheel housings. The cab shall have four (4) doors each with a window. A rear seating arrangement in the cab for three (3) passengers shall be provided.

GSA Components	GSA Min Req	RAM 1500	F150	K1500
Body/Chassis				
TRIM LEVEL		TRADESMAN	XL	1WT
MFG. MODEL CODE		DS6L98	W1E	CK15543
GROSS VEHICLE WEIGHT RATING (min/max - lbs)	6700 / 7500	6800	7350	7100
PICKUP BED, LOAD LENGTH min. ft.	5.5	5' 7"	5.5	5.9
BODY STYLE	Smooth side	Comply	Comply	comply
Engine Minimums				
ENGINE TYPE - Cylinders / Liters		6/3.6	8 / 5.0L FFV	6/4.3L Dir Inj. EcoTech 3
HORSEPOWER		305	360	285
TORQUE (lb ft)		269	380	305
Transmission				
AUTOMATIC TRANSMISSION		8 SPEED	6 Speed	6 speed
TRANSFER CASE		2-Speed	2 speed	2 speed
Rear Axle Differential				
SPECIAL TRACTION DIFFERENTIAL, AUTOMATIC		Comply	comply	comply
Drive Axle				
AUTOMATIC TRACTION CONTROL		COMPLY	COMPLY	comply
PRIMARY DRIVE AXLE	REAR	Rear	rear	rear
DIFFERENTIAL TYPE/RATIO		3.21	3.55 Limited Slip	3.42
Electrical				
ALTERNATOR, MIN. (Amps)		180	155	150
Fuel				
FUEL CAPACITY MIN GALLONS		26	36	26
Exterior				
SKID PLATES		Comply	comply	comply
Doors and Windows				
DARK TINTED GLASS		Comply	comply	comply
DOORS	4	4	4	4
WIPERS-WINDSHIELD-INTERMITTENT		Comply	Comply	comply
POWER WINDOWS & DOOR LOCKS		front and rear	front and rear	front and rear
Lights and Lighting				
DAY TIME RUNNING LIGHTS		Comply	comply	comply
Interior				
CRUISE CONTROL AND TILT STEERING		Comply	comply	comply

STEERING				
AIR CONDITIONING		Comply	comply	comply
POWER STEERING		Comply	Comply	comply
CLOTH UPHOLSTERY		Comply	Comply	comply
Floor				
FLOOR COVERING	Vinyl	COMPLY	can comply	COMPLY
Radio				
AM/FM RADIO WITH COMPACT DISC PLAYER		Comply	Comply	AM FM Stereo w CD
Seats				
SEATING CAPACITY min.	6	6	6	6
SPLIT FRONT BENCH SEAT		40/20/40	40/20/40	40/20/40
Safety				
POWER ANTILOCK BRAKES, FRONT AND REAR		Comply	Comply	comply
RESTRAINT SYSTEM, ALL SEATED POSITIONS		Comply	Comply	comply
FRONT SUPPLEMENTAL RESTRAINT SYSTEM DRIVER & FRONT PASSENGER		Comply	Comply	comply
Tires and Wheels				
TIRE PRESSURE MONITORING SYSTEM		Comply	comply	comply
SPARE TIRE ASSEMBLY		Full Size	Full size	comply- full size spare
FRONT WHEEL LOCKING HUBS		automatic	automatic	automatic
TIRES		P265/70R17 A/S	P265/70R17/AT	P255/70R17/AS
Towing				
FRONT TOW HOOKS		comply	comply	comply
REAR BUMPER	Step type	Comply	comply	comply
Warranty				
OEM CORROSION WARRANTY		5 yr / 100,000 miles	5 yr/Unlimited Miles	6 years/ 100,000 miles
OEM COMPREHENSIVE WARRANTY	3 yr/36,000 mile bumper to bumper	Comply	3YR 36,000	comply
OEM POWERTRAIN WARRANTY		5 yr / 100,000 miles	5 yr/60,000 Miles	5 years/ 100,000 miles

<< Continue >>



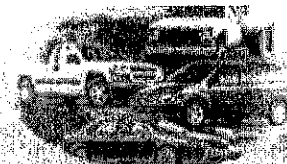
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Price Comparison	Minimum Requirements	Price Discount	Other Features	Clarifications	Emissions	Option	Vendor Performance
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SUMMARY

POLICE USE VEHICLES - SEDANS - (17R - SEDAN, REAR WHEEL DRIVE, POLICE USE, 4 DOOR)

CONTRACTOR	MODEL	MODEL YR.	ADDITIONAL INFO	MPG (City/Hwy/Combined)	g CO2/mile	TOTAL PRICE	N/A
CHRYSLER	CHARGER	2014		15/25/18	487	\$ 25,564.11	*
GM	CAPRICE	2014		15/24/18	510	\$ 27,973.97	*

Note: Incl. (Includes) = The selected option is part of a package that includes the listed options.

Req. (Requires) = In order to get the selected option, you must also select from the listed required options.

Excl. (Excludes) = The selected option cannot be ordered with the listed options.

Note: " * " Denotes that one or more options are **NOT AVAILABLE (N/A)**. Please see Contract Detail below:

Manufacturer	CHRYSLER	GM
Model Picture		
Model	CHARGER	CAPRICE
Model Year	2014	2014
Additional Info		
Program 1122	Yes	Yes
Base Price \$ (A)	24,153.00	27,147.00
+ Vehicle Options :		
CM	107.00	85.00
CU	-103.00	0.00
DDRL	0.00	25.00
EH	82.00	N/A
MER2	51.00	55.00
RKS	N/A	0.00
SLED	302.00	N/A
SRO	258.00	N/A
WC	26.00	35.00
Addtl Required Vehicle Options (G)	0.00	0.00
Total Vehicle Options (B)	723.00	200.00
= Subtotal Unit Price (A+B+G)	24,876.00	27,347.00
Quantity (C)	x 1	x 1
= Sub-Total \$ (A+B+G)*C	24,876.00	27,347.00
+ Order Options :		
PSME x qty 1	435.00	350.00
Total Order Options (D)\$	435.00	350.00
= Total Price \$ ((A+B+G)*C)+D	25,311.00	27,697.00
+ GSA Surcharge	253.11	276.97
= Total Selling Price (F)	25,564.11	27,973.97
= Unit Selling Price \$ (F/C)		
	* 25,564.11	27,973.97
	Select Model	Select Model

Back to Options

MPG and g CO2/mile Comparison

Vehicle Model	CHARGER	CAPRICE
Base/Options		
Base Model	53	
	18	
	487	
	15/24/18	
	510	

Option Description	Vendor Data
CM - CARPETED FLOOR COVERING	
CU - CLOTH UPHOLSTERY	
DDRL - DEACTIVATE DAYTIME RUNNING LIGHTS	
EH - ENGINE BLOCK HEATER, OEM	
MER2 - MIRRORS-EXTERIOR-REARVIEW-LEFT & RIGHT-HEATED/REMOTE	
PSME - PARTS AND SERVICE MANUALS -- ELECTRONIC	GM - Shipped after the model year
RKS - REMOTE KEYLESS START	
SLED - LED Spotlight	
SRO - OEM REVERSE OBSTACLE SENSOR	
WC - WHEEL COVERS, FULL SIZE	



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GSA Minimum Requirement

Minimum Requirements

17R - SEDAN, REAR WHEEL DRIVE, POLICE USE, 4 DOOR

GSA offers 3 types of vehicles specifically engineered by the OEMs exclusively for police use. They are as follows:

Item 17F SEDAN, FRONTWHEEL DRIVE, POLICE USE, 4 DOOR

Item 17R SEDAN, REARWHEEL, POLICE USE, 4 DOOR

Item 100L SUV, POLICE USE, 4 DOOR

Police use vehicles are found in Federal Standard 122 and Federal Standard 307 and can only be ordered by using GSA's AutoChoice program. Specific information about the minimum requirements for each item can be found under the "minimum requirements" tab in Auto Choice. Optional equipment for these vehicles required by your agency to complete the agency's mission can be ordered in AutoChoice.

When selecting police use vehicles and options agencies are reminded to carefully consider the mission and environment in which the vehicle will be operated. Guidelines that can assist in this decisionmaking process can be found through agencies such as the National Institute of Justice (www.nij.gov/testing) and the OEM web sites.

GSA makes available selected optional equipment for each of the 3 types of police use vehicles. This is done through the use of GSA's vehicle option codes in Auto Choice. Many vehicle option codes are self explanatory. For those that are not, definitions and references to corresponding OEM option codes for GSA options that are available for each of the items can be found in GSA's Federal Vehicle Standards program at:

<http://apps.fss.gsa.gov/vehiclestandards/>

GSA does not offer all the OEM options for police use vehicles. If your agency has determined that an OEM option that is not offered by GSA is critical requirement for their police use vehicle(s), the agency must select the AREQ option and submit their requirements to GSA for review.

Cooperators purchasing under the 1122 program are NOT eligible to use the AREQ option.

GSA Standard Equipment for the Dodge Charger:

Brake Assist
Load leveling & height control
Certified 160 MPH speedometer
Trunk Lamp, Under hood Lamp, Glove Box Lamp
Heavy duty suspension
20 Amp battery feeds, 3
20 Amp switched battery feeds, 3
Pre-wiring, interior to front of engine compartment
Vehicle Systems Interface Module (VSIM)
Wiring grommet between under hood & passenger compartment
Column mount automatic shift lever
Equipment mounting bracket (N/A with SAG)
Stealth lighting mode
Engine hour meter
Outside temp display
Instrument cluster with TACH
2.65 Axle Ratio
Full size spare
Fixed Rear Bench Seat
Spot Light Prep
Severe Duty Engine Cooling
Power Steering Cooler

GSA Optional Equipment Definitions for the Dodge Charger:

DE1 V6 Engine 3.6 Liter includes E85 (Dodge code ERB + XKN)
 E85 Only Available with 3.6L V6 Engine (Dodge code ERB + XKN)
 CM Changes floor covering to carpet, includes floor mats (Dodge codes CKD & CLZ)
 CU All cloth upholstery (Dodge Code *C8)
 KA Same key for all vehicles on order (Dodge code GXF)
 MER2 Power Heated Mirrors (Dodge code GUK)
 RDI Rear door locks & windows inoperative except from the driver's position (Dodge code CW6)
 SAG Street appearance package (Dodge code AEB)
 SL Spotlight, left side (Dodge Code LNF)
 SL2 Spotlight, left and right side (Dodge Code LNF & LNA)
 SLED Spotlight, LED (Dodge code LNX)
 TD Deletes full size spare tire, Compact spare tire (TBC) will be furnished
 AP Adjustable operating pedals (Dodge code AHM)
 BTCS UCONNECT Voice Command W/Bluetooth (Dodge code AAJ)
 FOBS Additional remote keyless device for opening doors (Dodge code GXQ)
 WC Wheel Covers (Dodge Code W8A)
 LBD Delete the Light Bar (Dodge Code Delete LN5)

PUF2, PUFB, PUFR Include:

Limited Feature LED Light Bar (Dodge Code LN5)
 Grille Lights (Dodge Code MEK)
 Can- Control Siren System (Dodge Code JJK)
 Rear Deck Lights (Dodge Code LN2)
 Visor Lights (Dodge Code XGV)
 PATROL PACKAGE #1 (Dodge Code AYF)
 FRONT & REAR WIRE HARNESS (XPW) (Dodge Code AYF)
 FRONT CORNER LED LAMPS (LNB) (Dodge Code AYF)
 POLICE FLOOR CONSOLE (CUG) (Dodge Code AYF)
 POWER DISTRIBUTION CENTER (XWK) (Dodge Code AYF)
 REAR CORNER LED LAMPS (LNU) (Dodge Code AYF)
 SIREN SPEAKER & BRACKET (XWP) (Dodge Code AYF)
 TRUNK TRAY & COOLING FAN (XWQ) (Dodge Code AYF)

Note: manufacturer's codes maybe included with in a standard or optional package and are subject to change without notice.

GSA Standard Equipment for the Caprice:

Trunk floor mat heavy duty w molded edge for spills (GM added option B42)
 6 speed automatic transmission.
 Engine & transmission auxiliary oil coolers
 Electric Power Steering
 Driver Information Center
 Bluetooth and Remote Keyless Start
 Certified 160 MPH analog speedometer
 Instrument Panel mounted Shifter
 Batteries (2) 700CCA with 600CCA auxiliary for accessory equipment (GM Code K4S)
 Front auxiliary power, 110 A
 Trunk auxiliary power, 120A
 Trunk ground stud
 Idle boost for alternator 170 amp
 Aux power outlet on instrument panel
 Vinyl rear seat (GM added option ACC)
 Vinyl flooring (GM added option 6A3)
 2.92 Diff Ratio
 Rear wheel drive
 Full size spare (GM added option SG8)
 E-85

GSA Optional Equipment Definitions for the Caprice:

CM Changes floor covering to carpet -includes floor mats (GM code B34)
 CU Allcloth upholstery (GM code ADX Trim)
 DDRL Delete daytime running lights (GM code VVS)
 DS Deactivate door switch for dome lights (GM code 7Y6)
 SRS2 Combined Roof Rail Side Impact Airbags For Front And Rear Passengers (GM OPTION AYG)
 KA Same key for all vehicles on order (GM code 6E3)
 FOBS6 additional keyless entry transmitters (GM code AMF)
 MER2 Power Heated Mirrors (GM code DR9)
 PEPP Police equipment package pre-wiring (GM codes 6J3, 6J4 & 6J7)
 RDI Rear door locks & windows inoperative except from the driver's position (GM code 6N5 and 6N6)
 SL Spotlight, left side (GM Code 7X6)
 WLTL Under trunk lid warning lights (GM code T53)
 TD Deletes Full Size Spare (GM code SG8) compact spare tire will be furnished

See the clarifications tab for additional information on the following codes:

PUFR, LE up-fit Red
 PUFB, LE up-fit Blue
 PUF2, LE up-fit Red & Blue
 LBD, Delete the Light Bar

Note: manufacturer's codes may be included within a standard or optional package and are subject to change without notice.

GSA Components	GSA Min Req	CAPRICE	CHARGER
Body/Chassis			
PASSENGER COMPARTMENT VOLUME - cu ft		112	104.7
TRUNK VOLUME - cu ft		17.4	16.5
TRIM LEVEL		BASE	POLICE
MFG. MODEL CODE		1EW19	LDDE48
BODY STYLE	Trunk	TRUNK	TRUNK
PAYLOAD lbs.		925	1179
WHEELBASE	114	118.5	120.2
BASE CURB WEIGHT w / GSA min reqmts - lbs	4100	4259	4253
Engine Minimums			
ENGINE TYPE - Cylinders / Liters		8/6.0	8/5.7
HORSEPOWER		355	370
TORQUE (lb ft)		384	395
COOLING SYSTEM		HD COOLING	COMPLY
Engine Accessories			
OIL LIFE SYSTEM		COMPLY	COMPLY
Transmission			
AUTOMATIC TRANSMISSION		6 SPEED	5-SPEED
Drive Axle			
AUTOMATIC TRACTION CONTROL		LOCKING DIFF w / V8	COMPLY
Electrical			
ALTERNATOR, MIN. (Amps)	170	170 AMP W IDLE BOOST	220
BATTERY, MIN. (CCA)	700	700	800

Fuel			
FUEL CAPACITY MIN GALLONS		19	19.1
Exterior			
REAR VIEW MIRRORS	Sail mount	comply	comply
Doors and Windows			
REMOTE KEYLESS ENTRY		COMPLY	COMPLY
REAR WINDOW ELECTRIC DEFROSTER		COMPLY	COMPLY
WIPERS-WINDSHIELD-INTERMITTENT		COMPLY	COMPLY
Lights and Lighting			
DAYTIME RUNNING LIGHTS		COMPLY	COMPLY
Interior			
AIR CONDITIONING		COMPLY	COMPLY
UPHOLSTERY	Cloth Front/ Vinyl Rear	COMPLY	COMPLY
REMOTE TRUNK RELEASE		COMPLY	COMPLY
HIP/LEG ROOM Rear Seat - in.	55 / 35	58/ 43	56.1/40.1
Floor			
VINYL FLOOR COVERING		COMPLY	COMPLY
Radio			
AM/FM RADIO WITH COMPACT DISC PLAYER		AM/FM w cd	AM/FM/CD
Seats			
POWERED DRIVER'S SEAT		COMPLY	COMPLY
FIRST ROW SEAT TYPE	Bucket	COMPLY	BUCKET
Safety			
SIDE SUPPLEMENTAL RESTRAINT SYSTEM, ROW1		COMPLY	COMPLY
AUTOMATIC VEHICLE STABILITY CONTROL		COMPLY	COMPLY
POWER ANTILOCK BRAKES, FRONT AND REAR		COMPLY	COMPLY
RESTRAINT SYSTEM, ALL SEATED POSITIONS		COMPLY	COMPLY
FRONT SUPPLEMENTAL RESTRAINT SYSTEM DRIVER & FRONT PASSENGER		COMPLY	COMPLY
Suspension			
SUSPENSION	OEM Std	COMPLY	COMPLY
Tires and Wheels			
TIRE SPEED RATING	W	W	W-RATED
TIRE PRESSURE MONITORING SYSTEM		COMPLY	COMPLY
SPARE TIRE ASSEMBLY		Full Size	P225/60R18
TIRES		P235/50R18	P225/60R18
Warranty			
OEM COMPREHENSIVE WARRANTY	3 yr/36,000 mile bumper to bumper	3 YR/ 36,000 MILES	COMPLY
OEM POWERTRAIN WARRANTY	58	5 YR/ 100,000 MILES	5 yr / 100,000 miles

OEM CORROSION WARRANTY		6 YR/ 100,000 MILES	5 yr / 100,000 miles
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Compare Prices**Pending Orders****Order Status****MVDO****Vendor Performance****Mailing List****Vehicle Availability****Links:**

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Logout**SUMMARY**

CARGO VANS - (31 - 4X2 CARGO VAN, FULL SIZE, MIN 6,001 LBS GVWR)

CONTRACTOR	MODEL	MODEL YR.	ADDITIONAL INFO	MPG (City/Hwy/Combined)	g CO2/mile	TOTAL PRICE	N/A
GM	G1300	2014		14/19/16	571	\$ 21,237.27	

Note: Incl. (Includes) = The selected option is part of a package that includes the listed options.

Req. (Requires) = In order to get the selected option, you must also select from the listed required options.

Excl. (Excludes) = The selected option cannot be ordered with the listed options.

Manufacturer	GM
Model Picture	
Model	G1300
Model Year	2014
Additional Info	
Program 1122	Yes
Base Price \$ (A)	17,262.00
+ Vehicle Options :	
AC2	750.00
	Incl: AH
	IA1
AH	Included
CNS	-150.00
D3	280.00
DDRL	0.00
DTG	375.00
EH	65.00
IA1	Included
IE1	450.00
RD	140.00
RKE	150.00
RKS	165.00
RM6	105.00
SE	135.00
SRO	550.00
WY	400.00
	Incl: WD
Addl Required Vehicle Options (G)	0.00
Total Vehicle Options (B)	3,415.00
= Subtotal Unit Price (A+B+G)	20,677.00
Quantity (C)	x 1
= Sub-Total\$ (A+B+G)*C	20,677.00
+ Order Options :	
PSME x qty 1	350.00
Total Order Options (D)\$	350.00
= Total Price \$((A+B+G)*C)+D)	21,027.00
+ GSA Surcharge	210.27
=Total Selling Price (F)	21,237.27
=Unit Selling Price \$) (F/C)	21,237.27
Select Model	

[Back to Options](#)

60

M CO2/mile Comparison

Vehicle Model	G1300	
Base/Options	MPG	g CO2/mile
Base Model	14/19/16	571
IE1	13/18/15	601

Option Description	Vendor Data
AC2 - AUX. REAR AIR CONDITIONING	
AH - AUXILIARY HEATER	
CNS - CONSIGNEE DELIVERY (NO DEALER PREP)	
D3 - SPECIAL TRACTION DIFFERENTIAL, AUTOMATIC	
DDRL - DEACTIVATE DAYTIME RUNNING LIGHTS	
DTG - DARK TINTED GLASS	
EH - ENGINE BLOCK HEATER, OEM	
IA1 - Increased Output Alternator 1	GM - 145 amp. Requires IE1 engine. Std with base V6 engine
IE1 - Increased Power Engine 1	GM - 5.3L V8 310 hp, 334 lb-ft torque
PSME - PARTS AND SERVICE MANUALS -- ELECTRONIC	GM - Shipped after model year is complete
RD - REAR WINDOW ELECTRIC DEFROSTER	
RKE - REMOTE KEYLESS ENTRY	
RKS - REMOTE KEYLESS START	
RM6 - MIRRORS-EXTERIOR REARVIEW HEATED AND REMOTE CONTROLLED	
SE - SIDE DOOR, SLIDING TYPE, VAN	
SRO - OEM REVERSE OBSTACLE SENSOR	
WD - SIDE CARGO DOOR WINDOWS	
WY - WINDOWS, ALL SIDES	



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GSA Minimum Requirement

Minimum Requirements		
31 - 4X2 CARGO VAN, FULL SIZE, MIN 6,001 LBS GVWR		
<p>Standard Item 31 shall be for a full-size cargo van meeting the GSA minimum requirements specified herein. The van shall be provided with either 60/40 hinged side cargo doors or a sliding door, on the right side of the vehicle. Rear doors shall be of the dual vertical cargo door type. Solid side panels shall be provided on the right and left side of the van (no side glass windows behind first row seating). Windows shall be provided in the rear cargo doors. The driver's and front passenger seat shall be of the bucket seat configuration type. Bucket seats shall be adjustable fore and aft and have a reclining back. The driver's compartment shall be provided with cloth upholstery and a vinyl or rubber type floor covering. Wall and trim panels are not required in the cargo compartment. Additional standard equipment, features, and warranties are as listed below under GSA minimum requirements. Various chassis, body, and equipment options are available. When option(s) are selected, GSA minimum requirements may vary.</p>		
GSA Components	GSA Min Req	G1300
Body/Chassis		
TRIM LEVEL		1WT
MFG. MODEL CODE		CG13405
GROSS VEHICLE WEIGHT RATING (min/max-lbs)	6100 / 7900	7300
WHEELBASE	135	135
BODY SIZE, OVERALL LENGTH min./max. in.	211 / 224	224
Engine Minimums		
ENGINE TYPE - Cylinders / Liters	6 / 4.3	6/4.3
HORSEPOWER	195	195
TORQUE (lb ft)	250	260
Engine Accessories		
OIL LIFE SYSTEM		comply
Transmission		
AUTOMATIC TRANSMISSION	4 - SPEED	4 Speed
Drive Axle		
PRIMARY DRIVE AXLE	REAR	Rear
DIFFERENTIAL TYPE/RATIO		3.42
Fuel		
FUEL CAPACITY MIN GALLONS	31	31
Doors and Windows		
WINDOWS	SOLID PANELS ALL SIDES, GLASS IN REAR DOORS	comply
WIPERS-WINDSHIELD-INTERMITTENT		comply
REAR DOOR TYPE		Dual Vertical Cargo
SIDE DOOR TYPE	HINGED CARGO	comply
POWER WINDOWS & DOOR LOCKS		front only

Lights and Lighting		
DAY TIME RUNNING LIGHTS		comply
Interior		
CRUISE CONTROL AND TILT STEERING		comply
Van Body Interior Height		52.9"
AIR CONDITIONING		comply
POWER STEERING		comply
UPHOLSTERY	CLOTH	comply
Floor		
FLOOR COVERING	VINYL	COMPLY
Radio		
AM/FM RADIO WITH COMPACT DISC PLAYER		AM/FM Stereo w CD
Seats		
SEATING CAPACITY min.	2	2
FIRST ROW SEAT TYPE	2 - INDIVIDUAL	Bucket
Safety		
POWER ANTILOCK BRAKES, FRONT AND REAR		comply
RESTRAINT SYSTEM, ALL SEATED POSITIONS		comply
FRONT SUPPLEMENTAL RESTRAINT SYSTEM DRIVER & FRONT PASSENGER		comply
Tires and Wheels		
TIRE PRESSURE MONITORING SYSTEM		comply
SPARE TIRE ASSEMBLY		comply - full size
TIRES		P245/70R17/AS
Towing		
REAR BUMPER	STEP TYPE	comply, no towing
Warranty		
OEM CORROSION WARRANTY		6 years/100,000 miles
OEM COMPREHENSIVE WARRANTY	3 YEAR/36,000 MILE BUMPER-TO-BUMPER	comply
OEM POWERTRAIN WARRANTY		5 years/100,000 miles

Print



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I am Randy Brown

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- EPA Fuel Economy
- EPA Green Vehicles
- EPA Guidance (EISA)
- VCSS Replaces WebBill
- VCSS & Paperless Billing

My ProfileAutoChoice Tutorial
(PDF)AutoChoice Tutorial
(Video)

1122 Tutorial (PDF)

AFV's Guide

Logout**CARGO VANS**

31 - 4X2 CARGO VAN, FULL SIZE, MIN 6,001 LBS GVWR

*Click the boxes below to add Optional Equipment:***Engines**

- ☒ IE1 - Increased Power Engine 1

Alternative Fuel

- ☒ E85 - ETHANOL FLEXIBLE FUEL

Engine Accessories

- ☒ EH - ENGINE BLOCK HEATER, OEM

Rear Axle Differential

- ☒ D3 - SPECIAL TRACTION DIFFERENTIAL, AUTOMATIC

Drive Axle

- ☐ D7 - TOWING/MOUNTAIN RATIO

Electrical

- ☒ IA1 - Increased Output Alternator 1

Exterior

- ☒ RM6 - MIRRORS-EXTERIOR REARVIEW HEATED AND REMOTE CONTROLLED

Doors and Windows

- ☒ DTG - DARK TINTED GLASS

- ☒ RKS - REMOTE KEYLESS START

- ☐ WD - SIDE CARGO DOOR WINDOWS

- ☐ DRG - DELETE REAR DOOR WINDOW GLASS

- ☐ LD - LEFT DOOR

- ☒ RKE - REMOTE KEYLESS ENTRY

- ☒ SE - SIDE DOOR, SLIDING TYPE, VAN

- ☒ WY - WINDOWS, ALL SIDES

- ☒ RD - REAR WINDOW ELECTRIC DEFROSTER

Electronics Audio Visual

- ☐ BTCS - BLUETOOTH COMPATIBLE SYSTEM

- ☐ OS - ON STAR

- ☐ NAV - NAVIGATION SYSTEM

Interior

- ☒ AC2 - AUX. REAR AIR CONDITIONING

- ☐ SK - METRIC SPEEDOMETER / ODOMETER

- ☒ AH - AUXILIARY HEATER

- ☐ VU - VINYL UPHOLSTERY, FRONT AND REAR

Safety

- ☐ CBU - BACKUP CAMERA

- ☒ SRO - OEM REVERSE OBSTACLE SENSOR

- ☐ BUA - BACK-UP ALARM

- ☐ SIAB - SIDE SUPPLEMENTAL RESTRAINT SYSTEM, ROW1

Receiver Hitch

- ☐ RH3 - OEM DRAW BAR RECEIVER CLASS

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Delivery

- ☒ CNS - CONSIGNEE DELIVERY (NO DEALER PREP)

Delivery outside CONUS

- ☐ DDRH - DEALER DELIVERY HAWAII
- ☐ DDRA - DEALER DELIVERY ANCHORAGE, FAIRBANKS OR JUNEAU, AK
- ☐ DDRP - DEALER DELIVERY PUERTO RICO

Export Delivery

- ☐ 1611 - OEM EXPORT DOCUMENT FEE

Law Enforcement Options

- ☒ DDRL - DEACTIVATE DAYTIME RUNNING LIGHTS

By selecting this option the Ordering agency/ Operator is exercising Governmental Privilege to exempt vehicles used for law enforcement activities from this GSA minimum requirement because the elimination of DRLs (and corresponding reduction in vehicle conspicuity) is critical to the agency's mission.

Miscellaneous

- ☐ PSMA - AIR FORCE PARTS AND SERVICE MANUALS
- ☐ PSM - PARTS AND SERVICE MANUALS
- ☒ PSME - PARTS AND SERVICE MANUALS -- ELECTRONIC

Additional Requirements

The Additional Requirements (AREQ) option code allows customers to request specific equipment not listed in the options above. Selection of AREQ will result in the manual processing of your order. After review of the AREQ, GSA will obtain pricing for the AREQ. AREQ should only be used for mission-related requirements. Do not use AREQ to list any of the following: 1) GSA minimum requirements, 2) manufacturer standard equipment, 3) internal agency data, or 4) vendor selection. AREQ cannot be used to request makes/models not offered in Autochoice, or to request Autochoice options already shown as not available by the manufacturer. Please list AREQ requirements concisely and include enough information for GSA to obtain valid pricing.

You will be required to upload a file detailing your Additional Requirements before sending the order to GSA.

- ☐ AREQ - ADDITIONAL REQUIREMENTS

Quantity of Vehicles :

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Backup material for agenda item:

- e. Consideration and Approval of a Lease Termination Agreement with Nextel West Corporation at the Spruce Street Water Tower

City of Junction City
City Commission
Agenda Memo

December 3, 2013

From: Gregory S. McCaffery, Municipal Services Director
To: Gerald Smith, City Manager and City Commissioners
Subject: Nextel West, Corporation Lease Termination Agreement at the Spruce Street Water Tower

Objective: The consideration and approval of as lease termination agreement with Nextel West Corporation for space on the Spruce Street water tower and site

Explanation of Issue: The City has been approached by Nextel West Corporation to terminate the lease agreement for space on the Spruce Street water tower and site for telecommunications.

Per the lease agreement, the tenant, Nextel West Corporation is required to notify the City 30 days prior to the request to terminate the ongoing lease with the City. This is being done at this time, in addition to the request, by Nextel that the City enters into the "Lease Termination Agreement and General Release." The City Attorney has reviewed to form this document, and has no objections to the City executing this document at this time.

The lease with Nextel will be terminated on April 30, 2014. City staff has worked with Nextel regarding the need to remove various pieces of equipment of which the City would foresee no need to have remained and this will all be removed prior to the April 30th deadline.

The lease agreement provided for an annual payment to the City in an amount of \$14,520, or \$1,210 per month.

Budget Impact: The City will discontinue receiving annual revenue of \$14,520 per year for lease of the tower space and site areas from Nextel West Corporation.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of the lease termination agreement and general release, as presented.

Suggested Motion:

Commissioner _____ moves to approve the lease termination agreement and general release between Nextel West Corporation for lease space on the Spruce Street water tower and site, as presented.

Commissioner _____ seconded the motion.

Enclosures Lease Termination Agreement and General Release

LEASE TERMINATION AGREEMENT
AND
GENERAL RELEASE

This LEASE TERMINATION AGREEMENT AND GENERAL RELEASE (the "Agreement") is made as of _____, by and between, Nextel West Corp., a Delaware Corporation d/b/a Nextel Communications, ("Nextel") and City of Junction City, Kansas, a municipal corporation ("Owner") with reference to the following facts, understandings and intentions:

RECITALS

A. Owner owns certain property located at 920 West Spruce Street, Junction City, KS ("Owner's Property"). Nextel, as lessee or tenant (or successor in interest to the lessee or tenant), and Owner, as lessor or landlord (or successor in interest to the lessor or landlord), are parties to that Communications Site Lease Agreement (Water Tank) dated as of July 07, 2003 (the "Lease") whereby Owner leases to Nextel a portion of Owner's Property, as further described in the Lease (the "Site").

B. Nextel uses the Site for a communications facility that, pursuant to the Lease, may include among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (possibly including a generator and pad), related fixtures and supporting equipment, and structures therefor (collectively, the "Communications Facility").

C. By mutual agreement, Nextel and Owner desire to terminate the Lease, effective as of the Termination Date (as defined below).

D. Nextel and Owner are willing to so terminate the Lease, pursuant to the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Date of Termination; Final Payment.
 - a. The Lease is hereby canceled and terminated effective at 11:59 p.m. on April 30, 2014, or the date Nextel vacates and surrenders the Site pursuant to Section 2a below, whichever first occurs ("Termination Date"). From and after the Termination Date, neither Owner nor Nextel will have any further

rights or obligations under the Lease, and Nextel will have no further right or interest with respect to the Site.

- b. In full and final payment of any and all sums due or owing by Nextel to Owner under the Lease or otherwise in connection with Owner's Property or the Site, Nextel will make a final payment of One Thousand Two Hundred Ten Dollars and Zero Cents (\$1,210.00), in the same time and manner as rent is currently paid by Nextel, constituting Rent and other charges (if applicable) for the final month of the Lease (the "Final Payment").

2. Vacation and Surrender of the Site; Site Acceptance.

- a. Owner and Nextel have expressly agreed that, on or before the Termination Date, Nextel will vacate and surrender the Site to Owner in its current "AS-IS" condition, except that Nextel will remove from the Site the following (the "Removed Equipment"):

Remove antennas and mounting hardware
Remove Coax Lines and related hardware
Remove all iDEN radio equipment (base radios, ISCs, rectifiers, AC-DC power plants, batteries, racks, controller, DC power, and related support hardware).
Remove generator and fuel storage tanks, including draining and disposal of fluids, and disconnection of electrical and Telco conduits.

Nextel will have no further obligation (notwithstanding anything to the contrary contained in the Lease or otherwise) to remove the Communications Facility (all of which will be deemed abandoned by Nextel and accepted by Owner) or otherwise repair or restore the Site or any other portion of Owner's Property.

- b. Upon Nextel's vacation of the Site, Owner and Nextel will each execute duplicate originals of the "Site Acceptance and Release" in the form attached hereto as Exhibit A ("Site Acceptance"). Owner's execution of the Site Acceptance will constitute conclusive evidence and proof that Nextel has vacated and surrendered the Site to Owner in the condition required by the Lease and this Agreement, and that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property will be deemed abandoned by Nextel and accepted by Owner, on the terms set forth therein.

3. Release of Obligations. Except for Owner's and Nextel's respective rights to enforce the provisions of this Agreement and the Site Acceptance, effective as of the Termination Date, Owner and Nextel, for themselves and their respective parent, subsidiary and related corporations, partners, affiliates, heirs, successors and assigns, do each hereby release and forever discharge each other and their present and former directors, officers, shareholders, managers, agents, trustees, beneficiaries, attorneys and employees (the "Released Parties") from all obligations, damages, losses, costs, expenses and liabilities whether known or unknown, contingent or direct, liquidated or unliquidated, and from any claims, demands, judgments, actions or suits of any kind (collectively, "Claims") which they may have against one another arising out of or relating to the Lease, and the use and occupancy of Site, the Communications

Facility and/or Owner's Property, including without limitation, any attorneys' fees incurred in connection therewith. Each party acknowledges the possibility that the other party may have unknown Claims against the other arising out of or related to the Lease, and the use and occupancy of Site, the Communications Facility and/or Owner's Property, and that by signing this Agreement, each party expressly waives such Claims. The parties further acknowledge that the consideration for this mutual release takes into account the possibility of such further Claims.

4. Voluntary Agreement. The parties have read this Agreement and the releases contained herein and, on advice of counsel, have freely and voluntarily entered into this Agreement with full understanding of its terms.

5. Recitals. The above recitals are an integral and substantive part of this Agreement and are incorporated herein.

6. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party will be entitled to recover attorneys' fees and expenses from the other.

7. Successors. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one and the same agreement. The parties agree that their signatures may be delivered by fax or email.

9. Governing Law. The validity, interpretation, construction and performance of this Agreement will be controlled by and construed under the laws of the state in which the Site is located.

IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement and General Release as of the date and year first above written.

"OWNER"

City of Junction City, Kansas, a municipal corporation

By: _____
Name: _____
Title: _____

"NEXTEL"

Nextel West Corp., a Delaware Corporation
d/b/a Nextel Communications

By: Joann Ng 10/9/2013
Name: Joann Ng
Title: Real Estate Manager

Exhibit A

SITE ACCEPTANCE and RELEASE

This SITE ACCEPTANCE and RELEASE is made as of _____ ("Effective Date"), by and between Nextel West Corp., a Delaware Corporation d/b/a Nextel Communications ("Nextel") and City of Junction City, Kansas, a municipal corporation ("Owner") with reference to the following facts, understandings and intentions:

A. Owner and Nextel are parties to that LEASE TERMINATION AGREEMENT and GENERAL RELEASE dated _____ (the "Agreement"), that terminated a Lease for a Site on Owner's Property located at 920 West Spruce Street, Junction City, KS (Nextel Site # KS2468), all terms of which are incorporated herein. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

B. Nextel used the Site for a communications facility that may have included, among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (possibly including a generator and pad), related fixtures and supporting equipment, and structures therefor (collectively, the "Communications Facility").

C. Nextel removed some or all of the Communications Facility and restored the Site and Owner's Property to the condition required by the Lease and the Agreement, and Nextel vacated and surrendered the Site to Owner as of the Effective Date. The parties now desire to execute this Site Acceptance and Release, pursuant to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the provisions set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby acknowledges that, as of the Effective Date, Nextel has vacated, surrendered and restored the Site and Owner's Property to the condition required by the Lease and the Agreement and that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property shall be deemed abandoned by Nextel (collectively, the "Abandoned Property"); Owner accepts any such Abandoned Property in its present condition "AS-IS", "WHERE-IS" and "WITH ALL FAULTS", and without any representations, warranties, promises, covenants or guaranties whatsoever, express, implied, oral, written, statutory or otherwise (including, without limitation, no warranties of merchantability, marketability, profitability, fitness for a particular purpose or conformity to models or materials); and Owner fully and forever releases Nextel and the Released Parties from all Claims and any and all liability whatsoever in connection with the foregoing and the Lease, and agrees to indemnify, defend and hold Nextel and the Released Parties harmless from and against all Claims and any and all losses, costs, liabilities, damages, claims, actions and causes of action (including attorneys' fees and court costs) arising out of or relating in any way to any such Abandoned Property.

Executed on _____, 2013

"OWNER"

City of Junction City, Kansas, a municipal corporation

By: _____
Name: _____
Title: _____

"NEXTEL"

Nextel West Corp., a Delaware Corporation
d/b/a Nextel Communications

By: _____
Name: _____
Title: _____

ju

Backup material for agenda item:

- a. Presentation of Life Saving Award to Mr. Monte McWilliams, Mr. Ace Thompson and Officer Brad Diel on behalf of the Junction City Police Department.
Presented by Mayor Aska and Police Chief Tim Brown.

City of Junction City

City Commission

Agenda Memo

12-03-13

From: Tim Brown, Chief of Police
To: Gerald Smith, City Manager
Subject: Special Presentation – Life Saving Award
Mr. Monte McWilliams, Mr. Ace Thompson and Officer Brad Diel

Objective: The Junction City Police Department wishes to recognize Mr. Monte McWilliams, Mr. Ace Thompson and Officer Brad Diel for their actions on August 10, 2013.

Explanation of Issue: On August 10, 2013, at 0225 hours, Junction City Police received several 911 calls stating multiple persons had been stabbed at the intersection of 6th Street and Jackson Street. It was also reported that the suspect was still on scene and was still threatening people with a knife. Officer Brad Diel was the first officer on scene and immediately came into contact with Mr. Jason Babylon who was holding a knife in a threatening position. Officer Diel confronted Mr. Babylon and was able to safely take him into custody without anyone else sustaining injuries. After Officer Diel was able to take Mr. Babylon into custody, he began calling for and directing medical aid and began directing persons located at the crime scene to provide aid to approximately four subjects that were suffering from stab and slash wounds.

It was later learned that prior to Officer Diel's arrival, Mr. Monte McWilliams and Mr. Ace Thompson were both at the scene of the incident and provided medical aid to the victims in this incident. Ignoring the risk to themselves, Mr. McWilliams and Mr. Thompson provided medical aid that directly saved the life of at least one of the victims. Also, thanks to Officer Diel's quick response and actions upon arrival, the suspect in this incident was safely taken into custody and was unable to escape or cause harm to any other persons. Officer Diel's command presence and calm demeanor allowed him to take control of the situation and crime scene. It is the recommendation of the Lead Investigator, Detective Cory Odell, that Mr. McWilliams, Mr. Thompson and Officer Diel all deserve recognition for their life saving actions during this incident.

Budget Impact: There is no impact on the budget.

Recommendation: Staff recommends the special presentation of a Life Saving Award to Mr. Monte McWilliams, Mr. Ace Thompson and Officer Brad Diel for their actions during a stabbing incident on August 10, 2013.

Enclosures: Life Saving Award Certificates from the Junction City Police Department to Mr. Monte McWilliams, Mr. Ace Thompson and Officer Brad Diel

Letter from Tim Brown, Chief of Police

TIM BROWN
CHIEF OF POLICE



210 E. 9TH STREET
JUNCTION CITY, KS 66441
(785) 762-5912
FAX: (785) 762-3931

POLICE DEPARTMENT

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Tim Brown
Chief of Police

Backup material for agenda item:

- a. Public Hearing for discussion of amendments to the 2013 budget.

Junction City Commission Agenda Memo

Date of Meeting: December 3, 2013
To: City Commissioners and Gerald Smith, City Manager
From: Cheryl S. Beatty, Finance Director
Subject: Budget Admendment Hearing for 2013 Budget

Objective: To hear comments from the public regarding the 2013 Budget Amendment for the City of Junction City.

Explanation of Issue: The budget amendments were presented at the last meeting and staff was directed to publish as presented. The amendments were published as required by Kansas Statutes. A budget hearing is required to allow for public comment for or against the proposed budget amendments.

Budget Impact: The 2013 budget amendments reflects the increase in revenues equal to the budget expenditures, therefore, there is no budget impact.

Backup material for agenda item:

- a. Consideration of 2013 budget amendment.

City of Junction City

City Commission - Agenda Memo

Meeting Date: December 3, 2013

From: Cheryl S. Beatty, Assistant Manager/Finance Director

To: City Commissioners and Gerald Smith, City Manager

Subject: **Approval of 2013 Budget Amendments**

Objective: Approval of the 2013 Budget Amendments

Explanation of Issue: Budget amendments are required if we anticipate expenditures beyond the original amount 2013 budget amount.

Presented in the attached document are the 2013 budget amendments. These amendments represent the amendments needed to meet budget statutes requiring budget expenditure authority from the City Commission. Listed below are the changes with a brief explanation why an increase is needed.

<u>Budget</u>	<u>2013 Budget</u>	<u>2013 Amend Budget</u>
Library Fund	\$ 813,093	\$ 853,093
-Unanticipated cash carry from 2012 and unanticipated tax revenue.		
Bluffs RHID District	\$ 295,000	\$ 400,000
-Unanticipated tax collection from TIF received for debt payments.		
Special Law Enforcement	\$ 318,984	\$918,984
-A large drug forfeiture receipt was not anticipated in the 2013 budget. Revenue and expenditures need to be changed to reflect the new revenue received, reflect the disbursement of such funds to other agencies as per agreements, and expenditures of such funds as per state statute.		

Budget Impact: Each amendment is based on available cash or previously approved projects.

Alternatives: The City Commission may approve, modify, or disapprove the requested budget amendments as presented.

Recommendation: Staff recommends the approval of the budget amendments as presented.

Motion: I move to approve the budget amendments as presented. Seconded by ____.

Enclosures: Budget Amendment

2013

**Amended
Certificate
For Calendar Year 2013**

To the Clerk of Geary County, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Junction City
certify that: (1) the hearing mentioned in the attached publication was
held;(2) after the Budget Hearing this Budget was duly approved and
adopted as the maximum expenditure for the various funds for the year.

		2013 Amended Budget			
		Page No.	Amount of 2012 Tax that was Levied	Adopted 2013 Expenditures	Proposed Amended 2013 Expenditures
Table of Contents:					
Fund	K.S.A.				
Library			762,592	813,093	888,093
Bluffs RHID District				295,000	400,000
Special Law Enforcement				318,984	918,984
Totals		xxxxxxxx	762,592	1,427,077	2,207,077
Summary of Amendments		0			

Attested date: _____

County Clerk

Assisted by:

Address:

Email:

Governing Body

City of Junction City

2013

Adopted Budget

Library	2013 Adopted Budget	2013 Proposed Budget
Unencumbered Cash Balance January 1	15,785	36,314
Receipts:		
Ad Valorem Tax	762,592	762,582
Delinquent Tax		
Motor Vehicle Tax	69,651	69,651
Recreational Vehicle Tax	559	559
16/20M Vehicle Tax	820	820
Interest on Idle Funds		
Total Receipts	833,622	833,612
Resources Available:	849,407	869,926
Expenditures:		
Operation Expenses	760,000	800,000
NRP	53,093	53,093
Total Expenditures	813,093	853,093
Unencumbered Cash Balance December 31	36,314	16,833

Page No.

Bluffs RHID District

Page No.

City of Junction City

2013

Adopted Budget

Special Law Enforcement	2013 Adopted Budget	2013 Proposed Budget
Unencumbered Cash Balance January 1	244,937	244,937
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Drug Forfeiture	100,000	700,000
Interest on Idle Funds		
Total Receipts	100,000	700,000
Resources Available:	344,937	944,937
Expenditures:		
Personnel	18,984	18,984
Commodities	100,000	100,000
Contract Services	40,000	640,000
Capital Outlay	160,000	160,000
Total Expenditures	318,984	918,984
Unencumbered Cash Balance December 31	25,953	25,953

Page No.

2013

**Notice of Budget Hearing for Amending the
2013 Budget**

The governing body of

City of Junction City

will meet on the day of December 3, 2013 at 7:00 p.m. at City Hall at 700 N. Jefferson, Junction City, Kansas for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

Fund	2013 Adopted Budget			2013 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Library	4.445	762,592	813,093	853,093
Bluffs RHID District			295,000	400,000
Special Law Enforcement			318,984	918,984

Tyler Ficken

Official Title: City Clerk

Page No.

Backup material for agenda item:

- b. Adoption of Ordinance G-1134, a new code for Animal Control in Junction City, Chapter 215 of City Code.

Agenda Memo

Junction City Commission

Date of Meeting – December 3, 2013

To: City Commission and Gerald Smith, City Manager

From: Cheryl S. Beatty, Assistant Manager /Finance Director

RE: New Animal Control Code - Ordinance No. 1134

Objective: Adoption of Ordinance 1134, a new code for Animal Control in Junction City, Chapter 215 of City Code.

Explanation: As directed by the City Commission at our last meeting, no substantive changes were made to the ordinance. Five grammar and clerk error corrections were made.

Budget Impact: There is no city budget impact in the current budget. The new code, however, does change the collection of dog, cat, and ferret tags from the Vet Clinics and Animal Shelter to the City Treasurer. The auditors and I felt that there was no tracking system in place sufficient for the proper care of taxpayer funds. Therefore, this will be a new revenue source in the 2014 and future budgets. We did not budget for this in 2014 since we were unable to determine an estimate based on any reliable data base.

Recommendation: City staff recommends the adoption of revised Ordinance No. 1134 as presented.

Options: The City Commission may amend, modify, table or adopt the ordinance as presented.

Motion: I, _____, move to approve Ordinance No. 1134 as presented (amended or modified).
Seconded by _____.

Attachments: Ordinance No. 1134 (final and marked up version)

ORDINANCE NO. ~~_____~~ 1134

AN ORDINANCE OF THE CITY OF JUNCTION CITY, KANSAS, REPEALING CHAPTER 215 OF TITLE II THE CODE OF THE CITY OF JUNCTION CITY IN ITS ENTIRETY, AND ADOPTING SUBSTITUTE PROVISIONS IN PLACE THEREOF, FOR THE OPERATION OF THE CONTROL OF ANIMALS.

WHEREAS, the City Commission of the City of Junction City, Kansas, has reviewed the provisions of Title II (Public Health, Safety and Welfare), Chapter 215 (Animals), of the Municipal Code of the City of Junction City, Kansas, and determined certain amendments should be made therein;

WHEREAS, the City Commission has sought advice from officials with the City, from officials with the appropriate agencies within the City and Geary County, Kansas, and from the public concerning the policies and language within said sections of the Municipal Code; and

WHEREAS, the City Commission, following review and discussion of said advice, finds it is in the interests of the City to amend said sections of the Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

SECTION I. **Section 215.010, DEFINITIONS, existing language is hereby deleted/repealed and new Section 215.010 is adopted to read as follows:**

SECTION 215.010: - DEFINITIONS

The following words when used in this Chapter shall have the meanings set out herein:

ADEQUATE FEED: Means supplying at regular intervals a quantity of wholesome foodstuff, suitable for the animal species and age, and sufficient to maintain a reasonable level of nutrition in each animal.

ADEQUATE WATER: Means a supply of clean, fresh, potable water supplied in a sanitary manner and either continuously accessible to each animal or supplied at intervals suitable for the animal species.

ANIMAL CONTROL OFFICER(S): The person(s) designated by the Chief of Police to act for the City of Junction City, Kansas, in the impoundment of animals, control of animals running at large and as otherwise required in this Chapter.

ANIMAL BREEDER: Means any person who operates a premise where all or part of six (6) or more litters of dogs or cats, or both, or 30 or more dogs or cats, or both, are sold, or offered or maintained for sale, primarily at wholesale for resale to another.

ANIMAL SHELTER: Means a facility which is used or designed for use to house ~~or contain any animal and which is owned, operated or maintained by a duly incorporated humane society, animal welfare society, society for the prevention of cruelty to animals or other non-profit corporate organizations devoted to the welfare, protection and humane treatment of animals, contain, impound or harbor any seized stray, homeless, relinquished or abandoned animal or a person who acts as an animal rescuer, or who collects and cares for unwanted animals or offers them for adoption. Animal shelter also includes a facility of an individual or organization, profit or nonprofit, maintaining 20 or more dogs or cats, or both, for the purpose of collecting, accumulating, amassing or maintaining the animals or offering the animals for adoption.~~ Junction City/Geary County Animal Shelter, shall be referred to as JCGC Animal Shelter throughout this Section.

ANIMALS: All vertebrate and invertebrate animals such as, but not limited to, bovine cattle, horses and other equines, hogs, goats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons and other fowl, or wild mammals, reptiles, fish or birds that have been tamed, domesticated or captivated.

BITE: Any actual or suspected abrasion, scratch, puncture, tear, bruise, or piercing of the skin caused by any animal, which is actually or suspected of being contaminated or inoculated with the saline from the animal, directly or indirectly, regardless of the health or vaccination history of the animal causing such bite.

CAT: Means an animal which is wholly or in part of the species *Felis Domesticus*.

CHIEF OF POLICE: The duly appointed, highest ranking officer in charge of the Junction City Police Department or his/her authorized representative.

CUSTODIAN: Any person charged with responsibilities of feeding, caring for, and keeping an animal which such person is not the owner.

DANGEROUS DOG: As defined in Section 215.045.

DOG: Means any animal which is wholly or in part of the species *Canis Familiaries*.

DOMESTIC ANIMALS: Those which by their long association with man are tame and gentle, and are now reduced to such a state of subjection to his/her will that they no longer possess the disposition or inclination to escape. Those which are bred for and adapted to living dependently in an urban setting.

DOMESTICATED BIRDS: Means birds of the parrot family and finch family to include parrots, cockatoos, cockatiels, canaries and other similar domestic household birds.

EXOTIC ANIMAL: Any animal not indigenous to North America and animals of any species the majority of whose population are feral.

FOSTER HOME: Means a type of shelter consisting of the premises of an individual who provides temporary care (less than 365 days) for one or more animals owned by a shelter that is licensed by the state of Kansas. Fosters must be formally sponsored by a Kansas licensed shelter.

FOWL: Means those domestic birds commonly kept for production of meat, eggs, or feathers. For the purposes of this Chapter, fowl shall include, but not be limited to, chickens, ducks, turkeys, geese, swans, peafowl, guinea fowl, ostriches, and emus.

HARBORING: Any person who shall allow any animal to habitually remain or lodge or to be fed within his/her home, store, yard, enclosure or place of business or any other premises in which he/she resides or controls shall be considered as keeping and harboring such animal within the meaning of this Chapter.

HEALTH OFFICER: The Director of the Junction City - Geary County Health Department or his/her authorized representative, veterinarians, or public health sanitarians in the employ of the Junction City - Geary County Health Department.

HOBBY BREEDER: Means any premises where all or part of 3, 4, or 5 litters of dogs or cats, or both, are produced for sale or sold, offered or maintained for sale. This provision applies only if the total number of dogs or cats or both, sold, offered or maintained for sale is less than 30 individual animals.

HUMANE TREATMENT: Humane treatment shall mean manner of care including, but not limited to, protection from harm, providing of shelter with adequate protection from the elements, ventilation, sanitation, and appropriate food and potable water consistent with the requirements and habits of the animal's species, type, size, age and condition.

INHUMANE TREATMENT: Any treatment to any animal which deprives the animal of necessary sustenance, including food, water and protection from weather or any treatment of any animal such as overloading, over working, tormenting, beating,

mutilating or teasing or other abnormal treatment as may be determined by the Animal Control Officer.

KENNEL: Means any premises where four (4) or more dogs or cats, or both, are maintained in any one week for boarding, training, or similar purposes for a fee or compensation.

LICENSE COLLECTOR: The duly appointed Treasurer of the City of Junction City or his/her authorized representative.

OFFICER: Officer shall mean City Animal Control Officer or City Police Officer.

OWN: or OWNING: Own or owning shall mean to keep, maintain, possess, control, sell, trade, or buy.

OWNER: Any person who harbors, keeps, possesses, or owns an animal and/or has a license to keep the animal. A parent or legal guardian shall be deemed to be an owner, keeper or harbinger of animals owned, kept or harbored upon their premises by minor children who are less than 18 years of age. Such term shall also include any person who exercises control over or is in possession of any such animal.

PERSON: Any individual, firm, association, joint stock company, syndicate, partnership or corporation.

PET SHOP: Means any premises where there are sold, or offered, or maintained for sale, at retail and not for resale to another: any dogs, cats, or any other animals, except those which are produced and raised on such premises and are sold, offered, or maintained for sale, by a person who resides on such premises.

RETAIL BREEDER: Means any premises where all or part of six (6) or more litters or 30 or more dogs or cats, or both, are sold, or offered or maintained for sale, primarily at retail and not for resale to another.

SANITIZE or SANITARY: Means to make physically clean and to remove and destroy, to a practical minimum, agents injurious to health, at such intervals as necessary.

SPAY or NEUTER: Spay or neuter shall mean to surgically render permanently incapable of producing offspring, by a licensed veterinarian.

SHELTER: All pens, houses, or fenced enclosures where animals are confined, such as, but not limited to, hutches, cotes, lofts, kennels, warrens, feed lots, barns, stables, or other buildings or enclosures.

VETERINARIAN: A licensed doctor of veterinary medicine.

WILD ANIMALS: A living mammal or marsupial which is normally found in the wild state, but shall not include a farm animal.

SECTION II. Section 215.020, RIGHT OF ENTRY, existing language is hereby deleted/repealed and new Section 215.020 is adopted to read as follows:

SECTION 215.020: - RIGHT OF ENTRY

It shall be a violation of this Chapter to deny the Police Department or the Animal Control Officers or their duly authorized representatives the right of access and entry upon private property at any reasonable time for the purpose of making inquiry and inspection to determine living conditions, safety, well-being of household pets, and violations of this Chapter.

SECTION III. Section 215.030, CRUELTY TO ANIMALS, existing language is hereby deleted/repealed and new Section 215.030 is adopted to read as follows:

SECTION 215.030: - CRUELTY TO ANIMALS

A. It is unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, taunt; beat with a stick, chain, club or other object; burn or scald with any substance; mutilate; over-drive or otherwise cruelly set upon any animals, except that reasonable force may be employed to drive off vicious or trespassing animals.

B. It is unlawful for any person to drive or work any animal cruelly or cruelly work any maimed, mutilated, infirm, sick, or disabled animal, or cause, allow, or permit the same to be done.

C. It is unlawful for any person to fail, refuse, or neglect to provide any animal in his/her charge or custody, as owner or otherwise, with proper and adequate food, drink, shade, care, shelter, adequate exercise area and opportunity, or other care as is needed for the health or well-being of such animal, or to carry any animal in or upon any vehicle in a cruel or inhumane manner.

1. Any animal kept outside shall be provided with a structurally sound, weather-proof enclosure, large enough to accommodate the animal.

2. All shelters, pens, and yards shall be so located that adequate drainage is obtained, normal drying occurs, and standing water is not present.

3. All shelters and board fences confining animals shall be maintained in good repair, and all shelters and board fences confining animals are subject to residential and commercial classification and shall be protected from deterioration by painting or comparable treatment.

4. Barbed wire fences shall not be permitted.

5. All premises on which animals are kept shall be subject to inspection by the Animal Control Officer, duly authorized law enforcement officer, or public health official. If the officer or official determines from such inspection that the premises are not being maintained in a clean and sanitary manner, he or she shall notify the owner of the animals in writing to correct the sanitation and shelter deficiencies within 24 hours after notice is served on the owner. Any animal kept under any condition which could endanger the public or animal health or create a health nuisance may be impounded. Animals shall be released after fees are paid and cause for impoundment has been corrected.

D. It is unlawful for any person to abandon any animal within the corporate limits of the City of Junction City, Kansas.

E. It is unlawful for any person by any means to make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with a harmful or poisonous substance unless for the control of vermin of significance to the public health.

F. It is unlawful for any person to leave an animal confined in a motor vehicle under weather conditions that endangers its life; that is, whenever the outside temperature is eighty degrees Fahrenheit (80°F) or higher. Whenever any animal is found confined in a motor vehicle in a public place under weather conditions that endangers its life, the Animal Control Officer may, with assistance from the Police, enter such vehicle and

rescue such animal and impound it. A prominent written notice shall be left on or in the vehicle advising that the animal has been removed under the authority of this section and impounded.

G. *Neglect.*

1. Whenever it comes to the attention of the Animal Control Officer, Law Enforcement Officer or the Health Officer, that any animal is or will be without proper care because of injury, illness, incarceration or other voluntary absence of the owner or person responsible for the care of such animal, or which clearly shows evidence of cruelty, said officer or representative may take such animal into custody upon either public or private land. Said officer, representative or a veterinarian may inspect, care for or treat such animal or place such animal in the care of a licensed veterinarian for treatment, boarding or other care or, if it appears as determined by a veterinarian that the animal is diseased or disabled beyond recovery for any useful purpose, for humane killing.

2. Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to this Chapter, pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, as defined herein, shall be assessed to the owner or custodian as a cost of the case if adjudicated guilty of such crime.

H. Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City of Junction City shall immediately upon injuring, striking, maiming or running down any animal, give such aid as reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Animal Control Officer, Law Enforcement Officer, the Health Officer, or the Junction City Police Department, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive, and upon the arrival of said person, such operator shall immediately identify himself/herself to the appropriate authorities. The authority that is notified under this Section shall promptly respond to the notification by immediately dispatching the appropriate aid to the place where the injured animal is located. Alternately, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the JCGC Animal Shelter. Emergency vehicles are excluded from this provision.

I. It is unlawful for any person to promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest or fight in which one (1) or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal.

J. It is unlawful for any person to have, keep or harbor any animal which is infected with any dangerous, incurable, painful, or crippling condition except as hereinafter provided. The Municipal Court Judge may order a person convicted under this Section to turn the animal involved over to the Animal Control Officer. All such animals taken by the Animal Control Officer may be destroyed humanely as soon thereafter as is conveniently possible. This Section shall not be construed to include veterinary hospitals or animals under active veterinary care.

K. It is unlawful for any person to attach chains or other tethers, restraints, or implements directly to a dog without the proper use of a collar, harness, or other device designed for that purpose and made from a material that prevents injury to the animal. No person shall:

1. Continuously tether a dog for more than 15 minutes ~~without supervision~~ unless a person is present at the premises; or
2. Use a tether or any assembly or attachments thereto to tether a dog that shall weigh no more than 1/8 of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered; or

3. Tether a dog in such a manner as to cause injury, strangulation, or entanglement of the dog on fences, trees, or other man made or natural obstacles.

L. It shall be unlawful for any person to use any trap, cage, snare or bait to catch, kill, maim, destroy, or otherwise take any animal within the city without the permission of the Chief of Police. This subsection shall not apply to common household pests, including, but not limited to rats, mice, bats or moles. The Chief of Police or designated agent may authorize private citizens to trap, cage, snare or bait animals within the city where such authorization will aid city, county, state, and federal animal or game control officers in the performance of their appointed duties. This does not apply to animal control officers as designated by the City.

M. It shall be unlawful for any person to possess, display, sell or to give away any ducklings, chicks, fowls, or rabbits as pets, playthings, novelties, gifts, for advertising or sales promotional purposes, or to suffer or cause such animals or fowl to be dyed, colored or in any way artificially treated.

N. The provision of this Section shall not apply to:

1. Normal or accepted veterinary practices;
2. Bona fide experiments carried on by commonly recognized research facilities;
3. Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of Chapter 32 of Chapter 47 of the Kansas Statutes Annotated;
4. Rodeo practices accepted by the Rodeo Cowboys' Association;
5. The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control;
6. With respect to farm animals, normal or accepted practices of animal husbandry;
7. The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property; or
8. An Animal Control Officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods.

O. This Section shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes or other predatory animals.

SECTION IV. New Section 215.035, ANIMAL(S) PROHIBITED TO RUN AT-LARGE; PENALTIES, is hereby adopted to read as follows:

SECTION 215.035: - ANIMAL(S) PROHIBITED TO RUN AT-LARGE; PENALTIES.

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A. An animal shall be deemed to be running at large when not confined within a fenced enclosure or enclosed shelter or under the control of a person, either by lead, cord, rope, or chain, provided that an animal may be considered confined if it is on a leash, rope, or chain which is securely fastened or picketed in a manner which is sufficient to keep the animal on the premises.

B. Any owner, harborer or custodian of any animal found running at large within the corporate limits of the City shall be deemed guilty of an infraction. Knowledge or intent on the part of the owner, harborer or custodian shall not be elements of this offense. An animal shall not be deemed to be running at large if:

1. The animal has an operating electronic collar and is under the charge, care or control, of its owner or keeper who is operating an electronic pet containment system or electronic training system for the animal. Notwithstanding this subsection, all animals on the public right-of-way in the Commercial Downtown area must be kept on a leash or chain under the physical control of its owner or keeper.

2. The animal is a dog and, under the supervision of its owner or keeper, is using a City off-leash dog park.

C. Any animal on property without the permission of the property owner shall be deemed to be at large and the owner of such animal shall be in violation of this Section.

D. Any cat that is on the property of its owner or keeper shall not be deemed to be running at large in the City.

~~E. The provisions of this Section shall not apply to persons who have a physical disability or visual impairment, who are using service dogs, and can provide adequate documentation, upon demand of an animal trained by an accredited institution which trains dogs for service work for the physically disabled or visually impaired.~~

~~FE.~~ Any person found guilty of animal at large, as defined herein, shall be fined as follows:

1. First offense within a twelve (12) month period.....\$30.00
2. Second offense within a twelve (12) month period.....\$40.00
3. Third offense within a twelve (12) month period.....\$60.00
4. Fourth and subsequent offense within a twelve (12) month period \$100.00

The fine shall be in addition to any applicable court costs or impoundment fees.

~~GE.~~ An officer may pursue and capture any animal, including a dog or cat, found to be running at large as defined in this Section. The officer shall have the authority to enter upon private property to effectuate capture. However, the officer shall not enter into any secured fenced area or structure located upon private property.

~~HG.~~ Any dog, cat, or other animal found running at large within the corporate limits of the city, contrary to the provisions of Section 215.035 may be subject to the impoundment procedures and provisions of Section 215.060.

SECTION V. New Section 215.036, HABITUAL VIOLATOR; ANIMAL AT-LARGE AND PENALTIES, is hereby adopted to read as follows:

SECTION 215.036: - HABITUAL VIOLATOR; ANIMAL AT-LARGE AND PENALTIES.

It shall be a separate offense for any person to receive four (4) or more citations for violation of animal at-large within a twelve (12) month consecutive period. Such person shall be cited as a habitual violator. Any person found guilty of this Section shall be guilty of a Class C Misdemeanor and fined a minimum of \$100.00 and a maximum of \$500.00 and may be sentenced up to thirty (30) days in jail. A person cited for this Section shall be required to appear in municipal court. It shall be a defense to an alleged violation of this Section for the defendant to have been adjudged not guilty, or the charge dismissed, of Section 215.035.

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SECTION VI. New Section ~~215.036~~215.037, AGGRESSIVE ANIMAL AT-LARGE DEFINED; PENALTIES, is hereby adopted to read as follows:

SECTION 215.037: - AGGRESSIVE ANIMAL AT-LARGE DEFINED; PENALTIES.

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A. An "aggressive animal at large" means any animal at large that without provocation, exhibits aggression or combativeness toward a person or another domestic animal, whether or not said person or animal is attacked, bitten, or scratched by the aggressive animal at large.

B. Any person found guilty of animal at large as defined in Section 215.035, where such animal is an aggressive animal shall be deemed guilty of a Class C Misdemeanor and sentenced as follows:

1. First offense within a twelve (12) month period, \$30.00 fine, or by imprisonment for not more than 10 days, or by both such fine and imprisonment;
2. Second offense within a twelve (12) month period, \$40.00 fine, or by imprisonment for not more than 10 days, or by both such fine and imprisonment;
3. Third offense within a twelve (12) month period, \$60.00 fine, or by imprisonment for not more than 14 days, or by both such fine and imprisonment;
4. Fourth and subsequent within a twelve (12) month period, \$100.00 fine, or by imprisonment for not more than 30 days, or by both such fine and imprisonment.

The Municipal Judge shall have no authority to suspend the fine or any portion thereof of the fine established by this Section. The fine shall be in addition to any applicable court costs or impoundment fees.

SECTION VII. New Section 215.038, HABITUAL VIOLATOR; AGGRESSIVE ANIMAL AT-LARGE AND FINES, is hereby adopted to read as follows:

SECTION 215.038: - HABITUAL VIOLATOR; AGGRESSIVE ANIMAL AT-LARGE AND FINES

A. It shall be a separate offense for any person to receive four (4) or more citations for violation of Section 215.037 within a twelve (12) month consecutive period. Such person shall be cited as a habitual violator. Any person found guilty of this Section shall be guilty of a Class B Misdemeanor and fined a minimum of \$250.00 and a maximum of \$1,000.00 and may be sentenced up to six (6) months in jail. A person cited for this Section shall be required to appear in municipal court. It shall be a defense to an alleged violation of this Section for the defendant to have been adjudged not guilty, or the charge dismissed, of Section 215.037.

SECTION VIII. Section 215.040, CONTROL OR PROTECTION OF ANIMALS IN GENERAL, existing language is hereby deleted/repealed and new Section 215.040 is adopted to read as follows:

SECTION 215.040: - CONTROL OR PROTECTION OF ANIMALS IN GENERAL

A. The owner of any animal shall be in violation of this Article and subject to the penalties prescribed herein if any such animal damages property not belonging to the owner.

B. It is unlawful for any person to:

1. Keep or harbor any fowl within the corporate limits of the City. Emus in the City of Junction City at the time of enactment of this ordinance shall be deemed "grandfathered" during the remainder of the life of such animals, and such animals

shall not be replaced when dead.

2. Break or train any horse or other animal on or within the reach of any street, sidewalk or other public place within the corporate limits of the City, except as authorized and/or under the direction of the City's Recreation Department.
3. Picket any horse, cow or other animal within reach of any street, sidewalk or other public place within the corporate limits of the City.
4. Intentionally kill any squirrel, skunk or any bird within the corporate limits of the City, provided that it shall be permissible for the Chief of Police or Animal Control Officer, through instruction from the Health Officer, to kill squirrels, skunks or birds that have become so numerous as to cause destruction or nuisance to property or in the event of disease occurring among such squirrels, skunks or birds that may be considered contagious to human beings.
5. Interfere with or molest a dog used by the Police Department of the City in the performance of the functions or duties of such Department.
6. Keep or harbor any animal which by loud, frequent or habitual barking, howling, yelping or other noise or action tends reasonably to disturb any person or neighborhood within the corporate limits of the City.
7. Keep or harbor a dangerous or vicious dog within the corporate limits of the City. An animal is considered dangerous or vicious as defined in Section 215.045.
8. No person shall own or harbor any dog for the purpose of dog fighting or train, torment, badger, bait or use any dog for the purpose of dog fighting or for the purpose of causing or encouraging the dog to engage in unprovoked attacks upon human beings or domestic animals.
9. Allow unspayed female dogs to be away from confinement or premises of the owner, except on a lead and under control of an adult person, when such dogs are in season.
10. Keep or harbor a dog, cat, or ferret over five (5) months of age within the corporate limits of the City without such animal having a current vaccination against rabies performed by a veterinarian and securing an annual license. Rabies vaccination is hereby considered current for twelve (12) months for killed tissue vaccination and 3 years for a live virus vaccination; provided that vaccination may not be required if the owner of such animal will exhibit to the License Collector a statement from a veterinarian certifying that such vaccination would be injurious to such animal due to the condition of its health. Any person owning a dog, cat or ferret within the City limits shall cause said animal to wear a collar or harness at all times, when off the premises of said owner, to which shall be attached a current tag reflecting that the animal is vaccinated against rabies.
11. Sell or offer for sale, barter, give away or use as an advertising device or promotional display living baby chicks, rabbits, ducklings or other fowl under two (2) months of age, unless being sold by a business at a permanent location and there is a prominent sign at the point of sale indicating that chickens, ducks or other fowl may not be kept within the limits of the City of Junction City.
12. Sell or offer for sale or barter puppies or kittens unless being sold by a business at a permanent location or unless being sold or bartered from the home of the owner of the dame which had the litter from which came the puppies or kittens. Nothing in this Section shall be construed so as to prevent the JCGC Animal Shelter or any other licensed animal shelter from selling puppies or kittens in accordance with such entities' adopted policies.
13. Allow animal waste to accumulate to the extent that it becomes a health hazard to any animal, any person or the public. Any accumulation of animal waste, when not

immediately removed or discarded in a sanitary manner, is considered to be a potential health hazard, i.e., feces accumulation in homes, confined yards, pens, hutches, etc. "*Immediate*" in this instance is defined as waste accumulation of not more than one (1) days' duration.

14. Allow dog waste deposited upon the streets or public areas of Junction City or the private property of persons, not the owner of the dog, to remain upon said street or property without being removed by the owner of the dog as soon as the owner becomes or is made aware of the waste.

15. Allow any odors to emanate from any animal kept or harbored on the premises or to allow any odors to emanate from any feces or urine on the premises, any of which odors reasonably tend to offend any person.

16. Except as authorized in Section 405.010 of this Code, to keep, harbor, breed or slaughter any hogs, pigs, donkeys, mules, goats, sheep, burros, cattle or horses within the corporate limits of the City; provided that nothing herein shall prevent the bringing of such animals to any stockyard, auction, community sale, stock pavilion, slaughterhouse or packing house for the purpose of sale, shipment, show or commercial slaughter or packing; provided further that such animals are kept, harbored or fed in accordance with the regulations promulgated by the Office of Livestock Commissioner of the State of Kansas as set forth in Chapter 47, Article 10 of Kansas Statutes Annotated and amendments thereto. Animals intended for slaughter outside the City limits may not be harbored in the City except as authorized by this Subparagraph.

17. Keep or maintain, sell or offer for sale, barter or give away exotic animals within the corporate limits of the City; provided this Section shall not apply to: tropical or other fishes; birds; except those prohibited by Federal or State law: small rodents such as gerbils, rats, mice, hamsters, guinea pigs, chinchillas, mink, nutria and similar fur-bearing mammals; non-poisonous amphibians and reptiles, not including monitor lizards, alligators, caiman and crocodiles; provided further, that this Section does not apply to educational or zoological institutions. The provisions of this Subparagraph shall not apply to dogs and cats.

18. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any pit bull dog. "*Pit bull dog*" is defined to mean:

- (A) The Staffordshire Bull Terrier breed of dog.
- (B) The American Pit Bull Terrier breed of dog.
- (C) The American Staffordshire Terrier breed of dog.
- (D) Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier or any combination of these breeds.

19. Keep or harbor on a chain, rope or other type of leash any dog in such manner as to allow the animal to have access to any public sidewalk or public alley or utility right-of-way or any utility meter.

20. Keep or harbor on a chain, rope or other type of leash any dog in such a manner as to interfere with a person's access to the front door of a residence.

21. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any coyote, wolverine or wolf or any breed of dog which is in any part mixture of dog and coyote, or dog and wolverine, or dog and wolf or any dog hybridized with wild canines

22. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any cat hybridized with wild felines.

23. Keep, harbor, own or in any way possess with the City Limits of the City of Junction City venomous snakes or lizards.

~~C. Animals excluded from prohibition are:~~

24. Possess more than five (5) of each of the following licensable animals, with a cumulative total of said animals not to exceed ten (10) per residence:

~~1.~~ (A) Domesticated dogs, with the exception of Pit Bulls defined within this chapter.

~~2.~~ (B) Domesticated cats.

~~3.~~ (C) Domesticated rodents.

~~4.~~ (D) Domesticated European ferrets.

~~5.~~ (E) Domesticated hedgehogs.

~~625. Rabbits, except that no Possess more than three (3) rabbits shall be permitted in a residentially-zoned district per residence.~~

C. Animals excluded from applicable prohibitions under Section B are:

~~71.~~ Domesticated birds as defined.

~~82.~~ Non-venomous snakes less than eight (8) feet in length, except that such snakes shall be required to be maintained on the owner's premises or property.

~~93.~~ Non-venomous lizards.

~~104.~~ Turtles, except for species protected by state or federal law.

~~145.~~ Amphibians.

~~126.~~ Fish.

~~137.~~ Invertebrates.

~~148.~~ Any animal in the ownership of a veterinary clinic operated by a licensed veterinarian, any animal in the ownership of a person designated and licensed as an animal rehabilitator by the Kansas Wildlife and Parks Department, any animal in the ownership of a person temporarily transporting such animal through the City, and any animal in the ownership of a bona fide medical institution or accredited educational institution.

~~159.~~ Any animal exhibited for sale, show, or other temporary purpose at the Geary County Fairgrounds.

~~1610.~~ Any animal temporarily owned—, kept or harbored by a facility or individual person licensed by the Kansas Animal Health Department or by the City for the purpose of impounding, sheltering, or caring for animals—, including licensed animal shelters, kennels, and foster homes.

D. Grandfather Clause. Animals at a residence in the City of Junction City at the time of enactment of this ordinance in violation of the limits set forth in Sections 215.040(B)(24) and (25) shall be deemed "grandfathered" during the remainder of the life of such animals, and shall not be replaced when dead if such replacement would result in such limits being exceeded. Any person who possesses animals in excess of such limits shall, within sixty (60) days of the effective date of this ordinance, register all such animals with the Junction City Police Department under procedures as set forth by the Chief of Police on forms provided by the Police Department and shall include acceptable photographs provided by the possessor of said animals for identification.

~~D. Except as otherwise set forth in subsection (C), no person shall possess more than five (5) of each of the licensable animals specified in subsections (C)(1)-(5), with a~~

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~~cumulative total of said animals not to exceed ten (10) per residentially zoned district.~~

SECTION IX. New Section 215.045, DANGEROUS DOG, is hereby adopted to read as follows:

SECTION 215.045: - DANGEROUS DOG

A. Definition. "Dangerous dog" shall mean any of the following:

1. Any dog with a known propensity, tendency or disposition to attack, to cause injury, or otherwise threaten the safety of human beings or domestic animals; or
2. Any dog which, in a vicious or threatening manner, approaches any person in apparent attack upon the person while on the streets, sidewalks, or any public grounds or places; or on private property other than on the property of the owner; or
3. Any dog which, unprovoked, attacks or bites, or has attacked or bitten a human being or domestic animal; or
4. Any dog owned or harbored primarily for the purpose of dog fighting shall only be considered dangerous if the dog is evaluated and dangerousness is concluded by a licensed veterinarian or an individual with experience in evaluating dogs seized in similar cruelty cases.
5. Notwithstanding the definition of a "dangerous dog," above, no dog may be declared dangerous if any injury or damage is sustained by a person or animal who, at the time such injury or damage was sustained, was committing a willful trespass or other tort upon premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime.
6. No dog may be declared dangerous if an injury or damage was sustained by a domestic animal which at the time such injury or damage was sustained was teasing, tormenting, abusing or assaulting the dog. No dog may be declared dangerous if the dog was protecting or defending a human being or if the dog was protecting or defending her litter of offspring or offspring of the owner's property, within the immediate vicinity of the dog, from an attack or assault.
7. Nothing in this Section shall be deemed to regulate or prohibit the lawful maintenance and use of dogs by law enforcement agencies or include actions by a law enforcement dog while on duty or while performing duties.

~~8. In the event that an Animal Control Officer or law enforcement officer has probable cause to believe that a dog is dangerous, as defined above, the Animal Control Officer or law enforcement officer may seize and impound such animal at the JCGC Animal Shelter unless the owner agrees to impound the animal at the owner's expense at any veterinarian within the city until the conclusion of any pending municipal court charge(s) regarding the animal. If an animal is ordered to be impounded pursuant to this subsection, the person who owns, harbors, keeps or possesses such animal shall be entitled to a hearing in the municipal court within 14 days of such impoundment to review the propriety of such impoundment and whether a bond may be posted. Impoundment expenses shall be assessed as court costs against a convicted owner and any bond may be applied to such costs.~~

~~9. Any police officer or animal control officer of the city is authorized to issue a uniform complaint and notice to appear to any person who own, harbors, keeps or possesses a dangerous dog when such officer has probable cause of an act or acts which are made unlawful by the provisions of this Section have occurred.~~

~~10. The owner shall annually register the dangerous dog with the city. The owner shall pay a \$50.00 annual registration fee to register the animal.~~

~~11. All dangerous dogs shall be confined in a secured enclosure. It shall be unlawful for any owner to maintain a dangerous dog upon any premises that does not have a secured enclosure. It shall be unlawful for any owner to allow a dangerous dog to be outside of the dwelling of the owner or outside the secured enclosure unless it is necessary for the owner to obtain veterinary care for the dangerous dog or for the limited purposes of allowing said dangerous dog to urinate or defecate or to sell or give away the dangerous dog or respond to such orders of law enforcement officials as may be required. In such event, the dangerous dog shall be securely muzzled and restrained with a leash not exceeding four (4) feet in length, and shall be under the direct control and supervision of the owner of the dangerous dog. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.~~

~~12. All dangerous dogs shall be spayed or neutered by a licensed veterinarian at the owner's expense before being released to the owner.~~

~~13. Dangerous Dog At Large. Any dog that has been found to be a dangerous dog, or vicious dog under this Section, that is not confined or registered as required shall be impounded by an animal control officer or a law enforcement officer. Upon conviction, in addition to all costs for impoundment, the owner or keeper shall pay a fine of at least \$250.00 but not more than \$500.00. For a second offense within twelve (12) months, in addition to the impoundment fees, the owner or keeper shall pay a \$500.00 fine and the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.~~

~~14. Dangerous Dog Attack on Human. If any dangerous dog or vicious dog as previously defined in this Section, shall attack, assault, wound, bite, or otherwise injure or kill, or assist in such injury or killing, a human being, upon a conviction, the owner shall pay a fine of at least \$500.00 and not more than \$1,500.00 and the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed. All costs associated with rabies testing of the animal will be assessed to the animal owner.~~

~~15. Dangerous Dog Attack on Other Animal. If any dangerous dog or vicious dog as previously defined in this Section, shall kill or wound, or assist killing or wounding, any domestic animal, upon conviction the owner shall pay a \$250.00 fine, and the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.~~

~~16. It shall be an affirmative defense to subsection (H) and (I) of this section that the dog was provoked, teased, injured, and was protecting itself, its owner, its offspring or another human being.~~

~~17. The impounded dog shall not be destroyed pending any appeals of convictions under subsections (G), (H), and (I) of this section. The dog shall remain impounded pending the determination of the complaint. If the court shall find that there shall not have been a violation, such dog shall be released to the custody of the owner. In addition to fines provided in this section, the municipal judge shall have the authority to sentence the person adjudicated guilty of this Section to serve up to a maximum of six (6) months in jail.~~

B. In the event that an Animal Control Officer or law enforcement officer has probable cause to believe that a dog is dangerous, as defined above, the Animal Control Officer or law enforcement officer may seize and impound such animal at the animal shelter unless the owner agrees to impound the animal at the owner's expense at any veterinarian within the city until the conclusion of any impending municipal court charge regarding the animal. If an animal is ordered to be impounded pursuant to this

subsection, the person who owns, harbors, keeps or possesses such animal shall be entitled to a hearing in the municipal court within 14 days of such impoundment to review the propriety of such impoundment and whether a bond may be posted. Impoundment expenses shall be assessed as court costs against a convicted owner and any bond may be applied to such costs.

C. Any police officer or animal control officer of the city is authorized to issue a uniform complaint and notice to appear to any person who own, harbors, keeps or possesses a dangerous dog when such officer has probable cause of an act or acts which are made unlawful by the provisions of this Section.

D. The owner shall annually register the dangerous dog with the city. The owner shall pay a \$50.00 annual registration fee to register the animal.

E. All dangerous dogs shall be confined in a secured enclosure. It shall be unlawful for any owner to maintain a dangerous dog upon any premises that does not have a secured enclosure. It shall be unlawful for any owner to allow a dangerous dog to be outside of the dwelling of the owner or outside the secured enclosure unless it is necessary for the owner to obtain veterinary care for the dangerous dog or for the limited purposes of allowing said dangerous dog to urinate or defecate or to sell or give away the dangerous dog or respond to such orders of law enforcement officials as may be required. In such event, the dangerous dog shall be securely muzzled and restrained with a leash not exceeding four (4) feet in length, and shall be under the direct control and supervision of the owner of the dangerous dog. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.

F. All dangerous dogs shall be spayed or neutered by a licensed veterinarian at the owner's expense before being released to the owner.

G. Dangerous Dog At- Large. Any dog that has been found to be a dangerous dog, or vicious dog under this Section, that is not confined or registered as required shall be impounded by an animal control officer or a law enforcement officer. Upon conviction, in addition to all costs for impoundment, the owner or keeper shall pay a fine of at least \$250.00 but not more than \$500.00. For a second offense within twelve (12) months, in addition to the impoundment fees, the owner or keeper shall pay a \$500.00 fine and the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.

H. Dangerous Dog- Attack on Human. If any dangerous dog or vicious dog as previously defined in this Section, shall attack, assault, wound, bite, or otherwise injure or kill, or assist in such injury or killing, a human being, upon a conviction, the owner shall pay a fine of at least \$500.00 and not more than \$1000.00, the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed. All costs associated with rabies testing of the animal shall be assessed to the animal owner.

I. Dangerous Dog-Attack on Other Animal. If any dangerous dog or vicious dog as previously defined in this Section, shall kill or wound, or assist killing or wounding, any domestic animal, upon conviction the owner shall pay a \$250.00 fine. The animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.

J. It shall be an affirmative defense to subsection (H) and (I) of this section that the dog was provoked, teased, injured, and was protecting itself, its owner, its offspring or another human being.

K. The impounded dog shall not be destroyed pending any appeals of convictions under subsections (G), (H), and (I) of this section. The dog shall remain impounded pending the determination of the complaint. If the court shall find that there shall not

have been a violation, such dog shall be released to the custody of the owner. In addition to fines provided in this section, the municipal judge shall have the authority to sentence the person adjudicated guilty of this Section to serve up to a maximum of six (6) months in jail.

SECTION X. Section 215.050, LICENSING, existing language is hereby deleted/repealed and new Section 215.050 is adopted to read as follows:

SECTION 215.050: - LICENSING

A. No person shall own, keep or harbor any cat, ferret, or dog over the age of five (5) months within the City limits unless the animal has been vaccinated by a licensed veterinarian with an anti-rabies vaccine and licensed by the City of Junction City.

B. It shall be the duty of the City Clerk or designated agent to issue animal license tags. The animal license tags shall be issued upon payment of the license fee and presentation of a certificate of rabies vaccination current within three (3) months of the date of application. The license shall be valid for one (1) calendar year. If the owner can provide proof of rabies vaccination for multiple years, the owner may purchase a multiple year license.

C. Applications for animal licenses shall be made upon a printed application form provided by the City of Junction City and shall state the name and address of the owner, harbored or keeper of said animal, and the name, breed, color, age and sex of the animal.

D. Animal license tags shall be issued by the City Clerk or their designated agent(s) for the City of Junction City.

E. The license fee for a ferret, dog, or cat license shall be five dollars (\$5.00) for a neutered or spayed animal, and twenty five dollars (\$25.00) for an intact male or female animal. Said license fee shall be paid to the City of Junction City. Exempt from licensing are persons owning, keeping, or harboring a dog that has been retired from the United States Armed Forces, a trained ADA dog or animal, or police or sheriff's department dogs shall not be required to pay the permit fee but shall be subject to all other regulations of this article, including but not limited to the requirement of having the rabies vaccination.

F. Every person who owns, harbors, keeps or is in charge or in control of a ferret, dog or cat within the City limits shall provide and place on such animal a collar or harness which shall be worn by said animal at all times when off the premises of said person, and shall attach to the collar or harness the metal license tag obtained pursuant to this Chapter.

G. When it shall be made to appear to the satisfaction of the Animal Control Officer that any tag has become lost, the owner, upon presentation of the original annual certificate and payment of two dollars and fifty cents (\$2.50), shall receive a replacement.

H. Upon the payment of such tax and fee, and exhibition of the certificate of vaccination, the City Clerk or his/her designated agent, shall register in a book kept for the purpose, a description of each dog or cat so registered, together with the name of the owner, keeper or harbored thereof, and deliver to the person paying the license fee a metallic tag on which shall be cast or stamped the number of such tag and the expiration date and also deliver an annual certificate giving a description of such animal, which shall correspond with the register and number of tag.

I. A kennel, hobby breeder, animal breeder, retail breeder, or pet shop shall be licensed at a fee of fifty dollars (\$50.00) per year, in addition, to the required licensing of each animal. A license may be revoked, suspended or not issued as outlined in K.S.A. 47-1706 except such action to revoke, suspend or not issue shall be determined by the Junction City Animal Control Officer. Any pet shop must display proof of USDA or State

Inspection at the time of licensing and a copy shall be kept at City Hall. upon request of the Animal Control Officer or his/her designee. Upon receipt of a complaint, a kennel, hobby breeder, animal breeder, retail breeder, or pet shop may be subject to inspection by the Animal Control Officer and/or Additionally, a kennel, hobby breeder, animal breeder, retail breeder, or pet shop may be subject to inspection annually by a representative of the Junction City - Geary County Health Department or their designee.

J. It shall be unlawful for any person to place on any dog a tag issued for another dog or to make or use any false, forged or counterfeited tag or imitation thereof.

K. The provisions of this article with respect to registration/licensing shall not apply to any dog owned by a person visiting or temporarily remaining within the City for less than 30 days. However, such dogs shall be kept under restraint by the owner thereof at all times.

L. *Fines.* Upon conviction in the Municipal Court for a violation of Section 215.050, the following minimum fines shall be imposed:

1. First offense within a twelve (12) month period.....\$ 50.00
2. Second offense within a twelve (12) month period.....\$150.00
3. Third or subsequent offense within a twelve (12) month period.....\$250.00

The fine shall be in addition to any applicable court costs or impoundment fees.

SECTION XI. Section 215.060, IMPOUNDMENT PROCEDURE, existing language is hereby deleted/repealed and new Section 215.060 is adopted to read as follows:

SECTION 215.060: - IMPOUNDMENT PROCEDURE

A. The Animal Control Officer, his/her designated agent, or any Law Enforcement Officer, shall take up and impound any animal found in violation of this Chapter.

B. If within three (3) business days from the date any such animal is impounded, the owner of such animal shall appear and claim his/her animal, he/she shall pay to the JCGC Animal Shelter the sum of twenty dollars (\$20.00) to pay for the cost of impound, an additional sum per day for boarding fee at the rate of nine dollars (\$9.00) for each day such animal is impounded, and an additional sum of ten dollars (\$10.00) to pay the cost of dog vaccine and five dollars (\$5.00) for cat vaccine if there is no evidence the animal has been vaccinated upon its arrival to the shelter.

C. Upon payment of such fees and compliance with the licensing and provisions of this Chapter, the animal shall be returned to such owner. The City Clerk, in consultation with the Animal Control Officer and JCGC Animal Shelter Director, shall effectuate suitable procedures for the collection of fees and issuance of vouchers by the JCGC Animal Shelter, together with suitable procedures for disbursement of such fees as herein provided.

D. Any animal impounded under the provisions of this Chapter and not reclaimed by its owner within three (3) business days of its impoundment, may be disposed of, placed for adoption, or placed in rescue at the direction of the JCGC Animal Shelter.

~~E. A dog, cat, or other animal found running at large within the corporate city limits of the city, contrary to the provisions of Section 215.035, taken up by the officer or found by a member of the public may be impounded at the JCGC Animal Shelter. The officer shall make a record of all dogs or cats so impounded with their description, date of impoundment and rabies vaccination number. If, within three (3) business days from the date any dog or cat is impounded and the owner of such dog or cat shall appear and~~

~~claim his or her dog or cat, said dog or cat may be released upon payment of the following fees:~~

~~a. Impoundment fee for the first twenty four (24) hour period or any part thereof in any calendar year.~~

~~1. First pickup and release - \$10.00~~

~~2. Second pickup and release - \$20.00; plus an additional fee of \$10.00 if the animal is not spayed or neutered.~~

~~3. Third pick up and release - \$30.00; plus an additional fee of \$15.00 if the animal is not spayed or neutered.~~

~~4. Each subsequent pickup and release - \$40.00; plus an additional fee of \$20.00 if the animal is not spayed or neutered. Owners may seek a refund of the additional fee if proof that the animal was spayed or neutered is presented to the Animal Shelter within thirty (30) days of release of the animal.~~

~~b. Board Fee: A daily boarding fees set by the JCGC Animal Shelter Board shall be paid for the cost of keeping the animal.~~

EE. The above described costs for impounding and keeping shall be paid to the JCGC Animal Shelter for any animal claimed by the owner. All impounding fees shall be paid to the JCGC Animal Shelter and no animal shall be released until the owner proves the animal, if a dog, cat or ferret, is currently immunized against rabies and currently licensed through the City. If any animal so impounded is not claimed by the owner thereof within three (3) business days of the date of such impounding, such animal shall become the property of the JCGC Animal Shelter.

F. If a dog is being hld as a potentially dangerous dog, the provisions of Section 215.045 shall control.

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SECTION XII. New Section 215.063, ANIMAL FOSTER HOME / FOSTER CARE FACILITY, is hereby adopted to read as follows:

SECTION 215.063- ANIMAL FOSTER HOME / FOSTER CARE FACILITY

A. Any state licensed animal shelter may implement a foster home / foster care program for private citizens.

B. That shelter must comply with licensing guidelines set forth by the state of Kansas.

C. The said shelter shall provide quarterly reports to the City Treasurer regarding:

1. The name and address of all persons licensed under the shelter's foster care program.

2. All animals presently placed in foster care and with whom those animals are placed.

3. The date in which each animal was placed at the fostering home.

SECTION XII. SECTION XIII. New Section 215.065, ADOPTION PROCEDURE, is hereby adopted to read as follows:

SECTION 215.065: - ADOPTION PROCEDURE

A. Any person adopting a pet from the JCGC Animal Shelter shall have the animal spayed/neutered by a licensed veterinarian within thirty (30) days, if the animal is an adult. If the animal is not an adult or if the animal cannot be neutered within the thirty (30) days because of valid medical reasons, said person shall have the animal neutered

within a time frame set by the operator of the animal shelter.

B. Any person adopting an animal from the JCGC Animal Shelter hereunder shall deposit a sum, as established by the animal shelter, with the operator of the shelter. The sum established shall not be less than the lowest, nor more than the highest, fee charged by veterinarians within the city for spaying or neutering dogs and cats. The deposit shall be refunded or paid directly to the veterinarian, when the operator is provided written documentation from said veterinarian that the neutering has been accomplished.

C. If said written documentation has not been provided to the operator within ten (10) days after the time frames set forth above, the deposit shall be forfeited to the county treasurer.

D. It shall be unlawful for any person who adopts an animal hereunder to fail to comply with this section, and the forfeiture of the deposit shall not prevent a prosecution hereunder.

| SECTION ~~XIII~~XIV. Section 215.070, PROCEDURE ON DISEASED OR SUSPECT ANIMALS, existing language is hereby deleted/repealed and new Section 215.070 is adopted to read as follows:

SECTION 215.070: - PROCEDURE ON DISEASED OR SUSPECT ANIMALS

A. If it shall be determined that any animal confined under the provisions of this Chapter is diseased, and by reason of such disease being transmissible to human beings or, in the case of rabies or ringworm, other animals, the Animal Control Officer or owner shall, upon notice thereof from the Health Officer with veterinary medical consultation, cause such animal to be properly treated by a veterinarian or destroyed; provided, that in the case of rabies exposure of animals, such as a dog, cat or other animal being bitten by a rabid skunk, such dog, cat or other animal may by the Health Officer be caused to be destroyed or confined for a period of not less than six (6) months to the satisfaction of the Municipal Court.

B. Any animal which bites a person shall immediately be quarantined at the JCGC Animal Shelter or at the owner's, keeper's, or harbinger's expense with a doctor of veterinary medicine of the owner's, keeper's, or harbinger's choosing, for a period of ten (10) days. The quarantine must be coordinated prior to the responding officer's departure from the scene or the animal shall be taken to the JCGC Animal Shelter until alternative arrangements are made with a licensed veterinarian's office for quarantine of the animal. When said animal is quarantined in a private veterinarian's office, the owner, keeper, or harbinger of such animal shall give notice to the JCGC Animal Shelter when such animal is released. Upon such release, the veterinarian shall mail a certificate showing the condition of the health of the animal to the JCGC Animal Shelter. If the animal is held at the JCGC Animal Shelter, the animal shall be examined at the end of the ten (10) day confinement by a licensed veterinarian. In all such cases of quarantine, the confinement shall be at the owner's, keeper's, or harbinger's expense. Any owner, keeper, or harbinger of any animal which bites a person who fails to quarantine said animal in accordance with the provisions of this Section, shall, upon conviction thereof, be deemed guilty of a Class A misdemeanor.

C. Sick or injured animals found or picked up by the Animal Control Officer will be evaluated and/or treated by a licensed veterinarian, who shall be designated by the JCGC Animal Shelter Director. Further, the JCGC Animal Shelter Director will arrange for a veterinarian to provide responsive treatment for animals maintained at the JCGC Animal Shelter during the three (3) business day holding period that become ill or show symptoms of injury.

D. Attending veterinarians shall have the authority to humanely destroy any animal

evaluated and/or treated under this Section of the Code that has a contagious disease or injury where such humane disposition is in the attending veterinarian's opinion the appropriate veterinary medical action.

E. The owner of a sick or injured animal taken to a veterinarian by the Animal Control Officer and/or the JCGC Animal Shelter is responsible for the payment of charges for veterinarian services related thereto. The owner shall reimburse the City of Junction City for all expenditures the City is required to pay for veterinary services rendered to the owner's animal under this Section.

SECTION XIV. ~~New Section 215.065, KEEPING OF FOWL, CHICKENS AND DUCKS, is hereby adopted to read as follows:~~

~~SECTION 215.075: - KEEPING OF FOWL, CHICKENS AND DUCKS~~

~~Except as provided within this Chapter no person shall own, keep, or harbor, on a temporary or permanent basis, any fowl within the City.~~

SECTION XV. Section 215.080, ANIMAL CONTROL OFFICER, existing language is hereby deleted/repealed and new Section 215.080 is adopted to read as follows:

SECTION 215.080: - ANIMAL CONTROL OFFICER

A. The Chief of Police shall appoint an Animal Control Officer who shall perform all such duties as may be prescribed by any ordinance of the City or order of the Governing Body of the City with respect to animals, and shall see that all ordinances, regulations and Statutes pertaining to animals are duly and properly observed and enforced.

B. ~~It shall be the duty of the~~ Animal Control Officer, at the discretion of the Chief of Police, shall to keep or cause to be kept, accurate and detailed records of impoundment and disposition of all animals coming into his/her custody; all bite cases reported to him/her and investigation of the same; and records of all monies received under this Chapter, which shall be open to inspection at reasonable times by persons responsible for similar records of the City.

C. It shall further be the duty of the Animal Control Officer, or anyone having the authority of Animal Control Officer, including but not limited to Law Enforcement Officers, or the Health Officer to enforce the terms and provisions of this Chapter. Said officers are authorized to issue citations to the owner or custodian of and/or impound any animal found in violation of the terms of this Chapter.

D. The Animal Control Officer shall work under the immediate supervision and direction of the Police Department.

SECTION ~~XVII~~XVI. Section 215.090, INTERFERENCE WITH THE DUTY OF THE ANIMAL CONTROL OFFICER, HEALTH OFFICER, OR POLICE OFFICER, existing language is hereby deleted/repealed and new Section 215.090 is adopted to read as follows:

SECTION 215.090: - INTERFERENCE WITH THE DUTY OF THE ANIMAL CONTROL OFFICER, HEALTH OFFICER, OR POLICE OFFICER

A. It shall be unlawful for any person to refuse to identify himself/herself by his/her correct name and address when asked to do so by the Animal Control Officer, Health Officer, or Police Officer, when such officer or representative has probable cause to believe that this person has violated a Section of this Chapter.

B. It shall be unlawful for any person to interfere with, molest, injure or prevent the Animal Control Officer, Health Officer, or Police Officer, in the lawful discharge of duties as herein prescribed.

| **SECTION ~~XVIII~~XVII.** Section 215.100, ENFORCEMENT, existing language is hereby deleted/repealed and new Section 215.100 is adopted to read as follows:

SECTION 215.100: - ENFORCEMENT

This Chapter shall not apply to:

1. A public or privately owned zoo maintained or operated by a non-profit organization or government entity.
2. Hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals.

| **SECTION ~~XXVIII~~XVIII.** Section 215.110, PENALTY, existing language is hereby deleted/repealed and new Section 215.110 is adopted to read as follows:

SECTION 215.110: - PENALTY

Unless specifically designated, any person violating any of the provisions of this Chapter is guilty of a misdemeanor and upon conviction thereof shall be punished as provided by Section 200.010 of Article V, Chapter 100, Title I of this Code.

| **SECTION ~~XXIX~~XIX.** This ordinance shall be in full force and effect from and after its adoption and publication once in the Junction City Daily Union, as provided by law.

PASSED AND ADOPTED this ____ day of _____, 2013.

Cecil Aska, Mayor

ATTEST:

Tyler Ficken, City Clerk

ORDINANCE NO. 1134

AN ORDINANCE OF THE CITY OF JUNCTION CITY, KANSAS, REPEALING CHAPTER 215 OF TITLE II THE CODE OF THE CITY OF JUNCTION CITY IN ITS ENTIRETY, AND ADOPTING SUBSTITUTE PROVISIONS IN PLACE THEREOF, FOR THE OPERATION OF THE CONTROL OF ANIMALS.

WHEREAS, the City Commission of the City of Junction City, Kansas, has reviewed the provisions of Title II (Public Health, Safety and Welfare), Chapter 215 (Animals), of the Municipal Code of the City of Junction City, Kansas, and determined certain amendments should be made therein;

WHEREAS, the City Commission has sought advice from officials with the City, from officials with the appropriate agencies within the City and Geary County, Kansas, and from the public concerning the policies and language within said sections of the Municipal Code; and

WHEREAS, the City Commission, following review and discussion of said advice, finds it is in the interests of the City to amend said sections of the Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

SECTION I. Section 215.010, DEFINITIONS, existing language is hereby deleted/repealed and new Section 215.010 is adopted to read as follows:

SECTION 215.010: - DEFINITIONS

The following words when used in this Chapter shall have the meanings set out herein:

ADEQUATE FEED: Means supplying at regular intervals a quantity of wholesome foodstuff, suitable for the animal species and age, and sufficient to maintain a reasonable level of nutrition in each animal.

ADEQUATE WATER: Means a supply of clean, fresh, potable water supplied in a sanitary manner and either continuously accessible to each animal or supplied at intervals suitable for the animal species.

ANIMAL CONTROL OFFICER(S): The person(s) designated by the Chief of Police to act for the City of Junction City, Kansas, in the impoundment of animals, control of animals running at large and as otherwise required in this Chapter.

ANIMAL BREEDER: Means any person who operates a premise where all or part of six (6) or more litters of dogs or cats, or both, or 30 or more dogs or cats, or both, are sold, or offered or maintained for sale, primarily at wholesale for resale to another.

ANIMAL SHELTER: Means a facility which is used or designed for use to house, contain, impound or harbor any seized stray, homeless, relinquished or abandoned animal or a person who acts as an animal rescuer, or who collects and cares for unwanted animals or offers them for adoption. Animal shelter also includes a facility of an individual or organization, profit or nonprofit, maintaining 20 or more dogs or cats, or both, for the purpose of collecting, accumulating, amassing or maintaining the animals or offering the animals for adoption. Junction City/Geary County Animal Shelter, shall be referred to as JCGC Animal Shelter throughout this Section.

ANIMALS: All vertebrate and invertebrate animals such as, but not limited to, bovine cattle, horses and other equines, hogs, goats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons and other fowl, or wild mammals, reptiles, fish or birds that have been

tamed, domesticated or captivated.

BITE: Any actual or suspected abrasion, scratch, puncture, tear, bruise, or piercing of the skin caused by any animal, which is actually or suspected of being contaminated or inoculated with the saline from the animal, directly or indirectly, regardless of the health or vaccination history of the animal causing such bite.

CAT: Means an animal which is wholly or in part of the species *Felis Domisticus*.

CHIEF OF POLICE: The duly appointed, highest ranking officer in charge of the Junction City Police Department or his/her authorized representative.

CUSTODIAN: Any person charged with responsibilities of feeding, caring for, and keeping an animal which such person is not the owner.

DANGEROUS DOG: As defined in Section 215.045.

DOG: Means any animal which is wholly or in part of the species *Canis Familiaries*.

DOMESTIC ANIMALS: Those which by their long association with man are tame and gentle, and are now reduced to such a state of subjection to his/her will that they no longer possess the disposition or inclination to escape. Those which are bred for and adapted to living dependently in an urban setting.

DOMESTICATED BIRDS: Means birds of the parrot family and finch family to include parrots, cockatoos, cockatiels, canaries and other similar domestic household birds.

EXOTIC ANIMAL: Any animal not indigenous to North America and animals of any species the majority of whose population are feral.

FOSTER HOME: Means a type of shelter consisting of the premises of an individual who provides temporary care (less than 365 days) for one or more animals owned by a shelter that is licensed by the state of Kansas. Fosters must be formally sponsored by a Kansas licensed shelter.

FOWL: Means those domestic birds commonly kept for production of meat, eggs, or feathers. For the purposes of this Chapter, fowl shall include, but not be limited to, chickens, ducks, turkeys, geese, swans, peafowl, guinea fowl, ostriches, and emus.

HARBORING: Any person who shall allow any animal to habitually remain or lodge or to be fed within his/her home, store, yard, enclosure or place of business or any other premises in which he/she resides or controls shall be considered as keeping and harboring such animal within the meaning of this Chapter.

HEALTH OFFICER: The Director of the Junction City - Geary County Health Department or his/her authorized representative, veterinarians, or public health sanitarians in the employ of the Junction City - Geary County Health Department.

HOBBY BREEDER: Means any premises where all or part of 3, 4, or 5 litters of dogs or cats, or both, are produced for sale or sold, offered or maintained for sale. This provision applies only if the total number of dogs or cats or both, sold, offered or maintained for sale is less than 30 individual animals.

HUMANE TREATMENT: Humane treatment shall mean manner of care including, but not limited to, protection from harm, providing of shelter with adequate protection from the elements, ventilation, sanitation, and appropriate food and potable water consistent with the requirements and habits of the animal's species, type, size, age and condition.

INHUMANE TREATMENT: Any treatment to any animal which deprives the animal of necessary sustenance, including food, water and protection from weather or any treatment of any animal such as overloading, over working, tormenting, beating, mutilating or teasing or other abnormal treatment as may be determined by the Animal Control Officer.

KENNEL: Means any premises where four (4) or more dogs or cats, or both, are maintained in any one week for boarding, training, or similar purposes for a fee or compensation.

LICENSE COLLECTOR: The duly appointed Treasurer of the City of Junction City or his/her authorized representative.

OFFICER: Officer shall mean City Animal Control Officer or City Police Officer.

OWN: or OWNING: Own or owning shall mean to keep, maintain, possess, control, sell, trade, or buy.

OWNER: Any person who harbors, keeps, possesses, or owns an animal and/or has a license to keep the animal. A parent or legal guardian shall be deemed to be an owner, keeper or harbinger of animals owned, kept or harbored upon their premises by minor children who are less than 18 years of age. Such term shall also include any person who exercises control over or is in possession of any such animal.

PERSON: Any individual, firm, association, joint stock company, syndicate, partnership or corporation.

PET SHOP: Means any premises where there are sold, or offered, or maintained for sale, at retail and not for resale to another: any dogs, cats, or any other animals, except those which are produced and raised on such premises and are sold, offered, or maintained for sale, by a person who resides on such premises.

RETAIL BREEDER: Means any premises where all or part of six (6) or more litters or 30 or more dogs or cats, or both, are sold, or offered or maintained for sale, primarily at retail and not for resale to another.

SANITIZE or SANITARY: Means to make physically clean and to remove and destroy, to a practical minimum, agents injurious to health, at such intervals as necessary.

SPAY or NEUTER: Spay or neuter shall mean to surgically render permanently incapable of producing offspring, by a licensed veterinarian.

SHELTER: All pens, houses, or fenced enclosures where animals are confined, such as, but not limited to, hutches, cotes, lofts, kennels, warrens, feed lots, barns, stables, or other buildings or enclosures.

VETERINARIAN: A licensed doctor of veterinary medicine.

WILD ANIMALS: A living mammal or marsupial which is normally found in the wild state, but shall not include a farm animal.

SECTION II. Section 215.020, RIGHT OF ENTRY, existing language is hereby deleted/repealed and new Section 215.020 is adopted to read as follows:

SECTION 215.020: - RIGHT OF ENTRY

It shall be a violation of this Chapter to deny the Police Department or the Animal Control Officers or their duly authorized representatives the right of access and entry upon private property at any reasonable time for the purpose of making inquiry and inspection to determine living conditions, safety, well-being of household pets, and violations of this Chapter.

SECTION III. Section 215.030, CRUELTY TO ANIMALS, existing language is hereby deleted/repealed and new Section 215.030 is adopted to read as follows:

SECTION 215.030: - CRUELTY TO ANIMALS

A. It is unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, taunt; beat with a stick, chain, club or other object; burn or scald with any substance; mutilate; over-drive or otherwise cruelly set upon any animals, except that reasonable force may be employed to drive off vicious or trespassing animals.

B. It is unlawful for any person to drive or work any animal cruelly or cruelly work any maimed, mutilated, infirm, sick, or disabled animal, or cause, allow, or permit the same to be done.

C. It is unlawful for any person to fail, refuse, or neglect to provide any animal in his/her charge or custody, as owner or otherwise, with proper and adequate food, drink, shade, care, shelter, adequate exercise area and opportunity, or other care as is needed for the health or well-being of such animal, or to carry any animal in or upon any vehicle in a cruel or inhumane manner.

1. Any animal kept outside shall be provided with a structurally sound, weather-proof enclosure, large enough to accommodate the animal.

2. All shelters, pens, and yards shall be so located that adequate drainage is obtained, normal drying occurs, and standing water is not present.

3. All shelters and board fences confining animals shall be maintained in good repair, and all shelters and board fences confining animals are subject to residential and commercial classification and shall be protected from deterioration by painting or comparable treatment.

4. Barbed wire fences shall not be permitted.

5. All premises on which animals are kept shall be subject to inspection by the Animal Control Officer, duly authorized law enforcement officer, or public health official. If the officer or official determines from such inspection that the premises are not being maintained in a clean and sanitary manner, he or she shall notify the owner of the animals in writing to correct the sanitation and shelter deficiencies within 24 hours after notice is served on the owner. Any animal kept under any condition which could endanger the public or animal health or create a health nuisance may be impounded. Animals shall be released after fees are paid and cause for impoundment has been corrected.

D. It is unlawful for any person to abandon any animal within the corporate limits of the City of Junction City, Kansas.

E. It is unlawful for any person by any means to make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with a harmful or poisonous substance unless for the control of vermin of significance to the public health.

F. It is unlawful for any person to leave an animal confined in a motor vehicle under weather conditions that endangers its life; that is, whenever the outside temperature is eighty degrees Fahrenheit (80°F) or higher. Whenever any animal is found confined in a motor vehicle in a public place under weather conditions that endangers its life, the Animal Control Officer may, with assistance from the Police, enter such vehicle and rescue such animal and impound it. A prominent written notice shall be left on or in the vehicle advising that the animal has been removed under the authority of this section and

impounded.

G. *Neglect.*

1. Whenever it comes to the attention of the Animal Control Officer, Law Enforcement Officer or the Health Officer, that any animal is or will be without proper care because of injury, illness, incarceration or other voluntary absence of the owner or person responsible for the care of such animal, or which clearly shows evidence of cruelty, said officer or representative may take such animal into custody upon either public or private land. Said officer, representative or a veterinarian may inspect, care for or treat such animal or place such animal in the care of a licensed veterinarian for treatment, boarding or other care or, if it appears as determined by a veterinarian that the animal is diseased or disabled beyond recovery for any useful purpose, for humane killing.

2. Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to this Chapter, pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, as defined herein, shall be assessed to the owner or custodian as a cost of the case if adjudicated guilty of such crime.

H. Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City of Junction City shall immediately upon injuring, striking, maiming or running down any animal, give such aid as reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Animal Control Officer, Law Enforcement Officer, the Health Officer, or the Junction City Police Department, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive, and upon the arrival of said person, such operator shall immediately identify himself/herself to the appropriate authorities. The authority that is notified under this Section shall promptly respond to the notification by immediately dispatching the appropriate aid to the place where the injured animal is located. Alternately, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the JCGC Animal Shelter. Emergency vehicles are excluded from this provision.

I. It is unlawful for any person to promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest or fight in which one (1) or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal.

J. It is unlawful for any person to have, keep or harbor any animal which is infected with any dangerous, incurable, painful, or crippling condition except as hereinafter provided. The Municipal Court Judge may order a person convicted under this Section to turn the animal involved over to the Animal Control Officer. All such animals taken by the Animal Control Officer may be destroyed humanely as soon thereafter as is conveniently possible. This Section shall not be construed to include veterinary hospitals or animals under active veterinary care.

K. It is unlawful for any person to attach chains or other tethers, restraints, or implements directly to a dog without the proper use of a collar, harness, or other device designed for that purpose and made from a material that prevents injury to the animal. No person shall:

1. Continuously tether a dog for more than 15 minutes unless a person is present at the premises; or
2. Use a tether or any assembly or attachments thereto to tether a dog that shall weigh no more than 1/8 of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered; or
3. Tether a dog in such a manner as to cause injury, strangulation, or entanglement of the dog on fences, trees, or other man made or natural obstacles.

L. It shall be unlawful for any person to use any trap, cage, snare or bait to catch, kill, maim, destroy, or otherwise take any animal within the city without the permission of the Chief of Police. This subsection shall not apply to common household pests, including, but not limited to rats, mice, bats or moles. The Chief of Police or designated agent may authorize private citizens to trap, cage, snare or bait animals within the city where such authorization will aid city, county, state, and federal animal or game control officers in the performance of their appointed duties. This does not apply to animal control officers as designated by the City.

M. It shall be unlawful for any person to possess, display, sell or to give away any ducklings, chicks, fowls, or rabbits as pets, playthings, novelties, gifts, for advertising or sales promotional purposes, or to suffer or cause such animals or fowl to be dyed, colored or in any way artificially treated.

N. The provision of this Section shall not apply to:

1. Normal or accepted veterinary practices;
2. Bona fide experiments carried on by commonly recognized research facilities;
3. Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of Chapter 32 of Chapter 47 of the Kansas Statutes Annotated;
4. Rodeo practices accepted by the Rodeo Cowboys' Association;
5. The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control;
6. With respect to farm animals, normal or accepted practices of animal husbandry;
7. The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property; or
8. An Animal Control Officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods.

O. This Section shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes or other predatory animals.

SECTION IV. New Section 215.035, ANIMAL(S) PROHIBITED TO RUN AT-LARGE; PENALTIES, is hereby adopted to read as follows:

SECTION 215.035: - ANIMAL(S) PROHIBITED TO RUN AT-LARGE; PENALTIES.

A. An animal shall be deemed to be running at large when not confined within a fenced enclosure or enclosed shelter or under the control of a person, either by lead, cord, rope, or chain, provided that an animal may be considered confined if it is on a leash, rope, or chain which is securely fastened or picketed in a manner which is sufficient to keep the animal on the premises.

B. Any owner, harbinger or custodian of any animal found running at large within the corporate limits of the City shall be deemed guilty of an infraction. Knowledge or intent on the part of the owner, harbinger or custodian shall not be elements of this offense. An animal shall not be deemed to be running at large if:

1. The animal has an operating electronic collar and is under the charge, care or control, of its owner or keeper who is operating an electronic pet containment system or electronic training system for the animal. Notwithstanding this subsection, all

animals on the public right-of-way in the Commercial Downtown area must be kept on a leash or chain under the physical control of its owner or keeper.

2. The animal is a dog and, under the supervision of its owner or keeper, is using a City off-leash dog park.

C. Any animal on property without the permission of the property owner shall be deemed to be at large and the owner of such animal shall be in violation of this Section.

D. Any cat that is on the property of its owner or keeper shall not be deemed to be running at large in the City.

E. Any person found guilty of animal at large, as defined herein, shall be fined as follows:

1. First offense within a twelve (12) month period.....\$30.00
2. Second offense within a twelve (12) month period.....\$40.00
3. Third offense within a twelve (12) month period.....\$60.00
4. Fourth and subsequent offense within a twelve (12) month period \$100.00

The fine shall be in addition to any applicable court costs or impoundment fees.

F. An officer may pursue and capture any animal, including a dog or cat, found to be running at large as defined in this Section. The officer shall have the authority to enter upon private property to effectuate capture. However, the officer shall not enter into any secured fenced area or structure located upon private property.

G. Any dog, cat, or other animal found running at large within the corporate limits of the city, contrary to the provisions of Section 215.035 may be subject to the impoundment procedures and provisions of Section 215.060.

SECTION V. New Section 215.036, HABITUAL VIOLATOR; ANIMAL AT-LARGE AND PENALTIES, is hereby adopted to read as follows:

SECTION 215.036: - HABITUAL VIOLATOR; ANIMAL AT-LARGE AND PENALTIES.

It shall be a separate offense for any person to receive four (4) or more citations for violation of animal at-large within a twelve (12) month consecutive period. Such person shall be cited as a habitual violator. Any person found guilty of this Section shall be guilty of a Class C Misdemeanor and fined a minimum of \$100.00 and a maximum of \$500.00 and may be sentenced up to thirty (30) days in jail. A person cited for this Section shall be required to appear in municipal court. It shall be a defense to an alleged violation of this Section for the defendant to have been adjudged not guilty, or the charge dismissed, of Section 215.035.

SECTION VI. New Section 215.037, AGGRESSIVE ANIMAL AT-LARGE DEFINED; PENALTIES, is hereby adopted to read as follows:

SECTION 215.037: - AGGRESSIVE ANIMAL AT-LARGE DEFINED; PENALTIES.

A. An "aggressive animal at large" means any animal at large that without provocation, exhibits aggression or combativeness toward a person or another domestic animal, whether or not said person or animal is attacked, bitten, or scratched by the aggressive animal at large.

B. Any person found guilty of animal at large as defined in Section 215.035, where

such animal is an aggressive animal shall be deemed guilty of a Class C Misdemeanor and sentenced as follows:

1. First offense within a twelve (12) month period, \$30.00 fine, or by imprisonment for not more than 10 days, or by both such fine and imprisonment;
2. Second offense within a twelve (12) month period, \$40.00 fine, or by imprisonment for not more than 10 days, or by both such fine and imprisonment;
3. Third offense within a twelve (12) month period, \$60.00 fine, or by imprisonment for not more than 14 days, or by both such fine and imprisonment;
4. Fourth and subsequent within a twelve (12) month period, \$100.00 fine, or by imprisonment for not more than 30 days, or by both such fine and imprisonment.

The Municipal Judge shall have no authority to suspend the fine or any portion thereof of the fine established by this Section. The fine shall be in addition to any applicable court costs or impoundment fees.

SECTION VII. New Section 215.038, HABITUAL VIOLATOR; AGGRESSIVE ANIMAL AT-LARGE AND FINES, is hereby adopted to read as follows:

SECTION 215.038: - HABITUAL VIOLATOR; AGGRESSIVE ANIMAL AT-LARGE AND FINES

A. It shall be a separate offense for any person to receive four (4) or more citations for violation of Section 215.037 within a twelve (12) month consecutive period. Such person shall be cited as a habitual violator. Any person found guilty of this Section shall be guilty of a Class B Misdemeanor and fined a minimum of \$250.00 and a maximum of \$1,000.00 and may be sentenced up to six (6) months in jail. A person cited for this Section shall be required to appear in municipal court. It shall be a defense to an alleged violation of this Section for the defendant to have been adjudged not guilty, or the charge dismissed, of Section 215.037.

SECTION VIII. Section 215.040, CONTROL OR PROTECTION OF ANIMALS IN GENERAL, existing language is hereby deleted/repealed and new Section 215.040 is adopted to read as follows:

SECTION 215.040: - CONTROL OR PROTECTION OF ANIMALS IN GENERAL

A. The owner of any animal shall be in violation of this Article and subject to the penalties prescribed herein if any such animal damages property not belonging to the owner.

B. It is unlawful for any person to:

1. Keep or harbor any fowl within the corporate limits of the City. Emus in the City of Junction City at the time of enactment of this ordinance shall be deemed "grandfathered" during the remainder of the life of such animals, and such animals shall not be replaced when dead.
2. Break or train any horse or other animal on or within the reach of any street, sidewalk or other public place within the corporate limits of the City, except as authorized and/or under the direction of the City's Recreation Department.
3. Picket any horse, cow or other animal within reach of any street, sidewalk or other public place within the corporate limits of the City.

4. Intentionally kill any squirrel, skunk or any bird within the corporate limits of the City, provided that it shall be permissible for the Chief of Police or Animal Control Officer, through instruction from the Health Officer, to kill squirrels, skunks or birds that have become so numerous as to cause destruction or nuisance to property or in the event of disease occurring among such squirrels, skunks or birds that may be considered contagious to human beings.
5. Interfere with or molest a dog used by the Police Department of the City in the performance of the functions or duties of such Department.
6. Keep or harbor any animal which by loud, frequent or habitual barking, howling, yelping or other noise or action tends reasonably to disturb any person or neighborhood within the corporate limits of the City.
7. Keep or harbor a dangerous or vicious dog within the corporate limits of the City. An animal is considered dangerous or vicious as defined in Section 215.045.
8. No person shall own or harbor any dog for the purpose of dog fighting or train, torment, badger, bait or use any dog for the purpose of dog fighting or for the purpose of causing or encouraging the dog to engage in unprovoked attacks upon human beings or domestic animals.
9. Allow unsprayed female dogs to be away from confinement or premises of the owner, except on a lead and under control of an adult person, when such dogs are in season.
10. Keep or harbor a dog, cat, or ferret over five (5) months of age within the corporate limits of the City without such animal having a current vaccination against rabies performed by a veterinarian and securing an annual license. Rabies vaccination is hereby considered current for twelve (12) months for killed tissue vaccination and 3 years for a live virus vaccination; provided that vaccination may not be required if the owner of such animal will exhibit to the License Collector a statement from a veterinarian certifying that such vaccination would be injurious to such animal due to the condition of its health. Any person owning a dog, cat or ferret within the City limits shall cause said animal to wear a collar or harness at all times, when off the premises of said owner, to which shall be attached a current tag reflecting that the animal is vaccinated against rabies.
11. Sell or offer for sale, barter, give away or use as an advertising device or promotional display living baby chicks, rabbits, ducklings or other fowl under two (2) months of age, unless being sold by a business at a permanent location and there is a prominent sign at the point of sale indicating that chickens, ducks or other fowl may not be kept within the limits of the City of Junction City.
12. Sell or offer for sale or barter puppies or kittens unless being sold by a business at a permanent location or unless being sold or bartered from the home of the owner of the dame which had the litter from which came the puppies or kittens. Nothing in this Section shall be construed so as to prevent the JCGC Animal Shelter or any other licensed animal shelter from selling puppies or kittens in accordance with such entities' adopted policies.
13. Allow animal waste to accumulate to the extent that it becomes a health hazard to any animal, any person or the public. Any accumulation of animal waste, when not immediately removed or discarded in a sanitary manner, is considered to be a potential health hazard, i.e., feces accumulation in homes, confined yards, pens, hutches, etc. "*Immediate*" in this instance is defined as waste accumulation of not more than one (1) days' duration.
14. Allow dog waste deposited upon the streets or public areas of Junction City or the private property of persons, not the owner of the dog, to remain upon said street or property without being removed by the owner of the dog as soon as the owner

becomes or is made aware of the waste.

15. Allow any odors to emanate from any animal kept or harbored on the premises or to allow any odors to emanate from any feces or urine on the premises, any of which odors reasonably tend to offend any person.

16. Except as authorized in Section 405.010 of this Code, to keep, harbor, breed or slaughter any hogs, pigs, donkeys, mules, goats, sheep, burros, cattle or horses within the corporate limits of the City; provided that nothing herein shall prevent the bringing of such animals to any stockyard, auction, community sale, stock pavilion, slaughterhouse or packing house for the purpose of sale, shipment, show or commercial slaughter or packing; provided further that such animals are kept, harbored or fed in accordance with the regulations promulgated by the Office of Livestock Commissioner of the State of Kansas as set forth in Chapter 47, Article 10 of Kansas Statutes Annotated and amendments thereto. Animals intended for slaughter outside the City limits may not be harbored in the City except as authorized by this Subparagraph.

17. Keep or maintain, sell or offer for sale, barter or give away exotic animals within the corporate limits of the City; provided this Section shall not apply to: tropical or other fishes; birds; except those prohibited by Federal or State law: small rodents such as gerbils, rats, mice, hamsters, guinea pigs, chinchillas, mink, nutria and similar fur-bearing mammals; non-poisonous amphibians and reptiles, not including monitor lizards, alligators, caiman and crocodiles; provided further, that this Section does not apply to educational or zoological institutions. The provisions of this Subparagraph shall not apply to dogs and cats.

18. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any pit bull dog. "*Pit bull dog*" is defined to mean:

- (A) The Staffordshire Bull Terrier breed of dog.
- (B) The American Pit Bull Terrier breed of dog.
- (C) The American Staffordshire Terrier breed of dog.
- (D) Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier or any combination of these breeds.

19. Keep or harbor on a chain, rope or other type of leash any dog in such manner as to allow the animal to have access to any public sidewalk or public alley or utility right-of-way or any utility meter.

20. Keep or harbor on a chain, rope or other type of leash any dog in such a manner as to interfere with a person's access to the front door of a residence.

21. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any coyote, wolverine or wolf or any breed of dog which is in any part mixture of dog and coyote, or dog and wolverine, or dog and wolf or any dog hybridized with wild canines

22. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any cat hybridized with wild felines.

23. Keep, harbor, own or in any way possess with the City Limits of the City of Junction City venomous snakes or lizards.

24. Possess more than five (5) of each of the following licensable animals, with a cumulative total of said animals not to exceed ten (10) per residence:

- (A) Domesticated dogs, with the exception of Pit Bulls defined within this chapter
- (B) Domesticated cats.

- (C) Domesticated rodents.
- (D) Domesticated European ferrets.
- (E) Domesticated hedgehogs.

25. Possess more than three (3) rabbits per residence.

C. Animals excluded from applicable prohibitions under Section B are:

- 1. Domesticated birds as defined.
- 2. Non-venomous snakes less than eight (8) feet in length, except that such snakes shall be required to be maintained on the owner's premises or property.
- 3. Non-venomous lizards.
- 4. Turtles, except for species protected by state or federal law.
- 5. Amphibians.
- 6. Fish.
- 7. Invertebrates.
- 8. Any animal in the ownership of a veterinary clinic operated by a licensed veterinarian, any animal in the ownership of a person designated and licensed as an animal rehabilitator by the Kansas Wildlife and Parks Department, any animal in the ownership of a person temporarily transporting such animal through the City, and any animal in the ownership of a bona fide medical institution or accredited educational institution.
- 9. Any animal exhibited for sale, show, or other temporary purpose at the Geary County Fairgrounds.
- 10. Any animal temporarily owned, kept or harbored by a facility or individual person licensed by the Kansas Animal Health Department or by the City for the purpose of impounding, sheltering, or caring for animals, including licensed animal shelters, kennels, and foster homes.

D. Grandfather Clause. Animals at a residence in the City of Junction City at the time of enactment of this ordinance in violation of the limits set forth in Sections 215.040(B)(24) and (25) shall be deemed "grandfathered" during the remainder of the life of such animals, and shall not be replaced when dead if such replacement would result in such limits being exceeded. Any person who possesses animals in excess of such limits shall, within sixty (60) days of the effective date of this ordinance, register all such animals with the Junction City Police Department under procedures as set forth by the Chief of Police on forms provided by the Police Department and shall include acceptable photographs provided by the possessor of said animals for identification.

SECTION IX. New Section 215.045, DANGEROUS DOG, is hereby adopted to read as follows:

SECTION 215.045: - DANGEROUS DOG

A. Definition. "Dangerous dog" shall mean any of the following:

- 1. Any dog with a known propensity, tendency or disposition to attack, to cause injury, or otherwise threaten the safety of human beings or domestic animals; or
- 2. Any dog which, in a vicious or threatening manner, approaches any person in apparent attack upon the person while on the streets, sidewalks, or any public grounds or places; or on private property other than on the property of the owner; or

3. Any dog which, unprovoked, attacks or bites, or has attacked or bitten a human being or domestic animal; or
 4. Any dog owned or harbored primarily for the purpose of dog fighting shall only be considered dangerous if the dog is evaluated and dangerousness is concluded by a licensed veterinarian or an individual with experience in evaluating dogs seized in similar cruelty cases.
 5. Notwithstanding the definition of a "dangerous dog," above, no dog may be declared dangerous if any injury or damage is sustained by a person or animal who, at the time such injury or damage was sustained, was committing a willful trespass or other tort upon premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime.
 6. No dog may be declared dangerous if an injury or damage was sustained by a domestic animal which at the time such injury or damage was sustained was teasing, tormenting, abusing or assaulting the dog. No dog may be declared dangerous if the dog was protecting or defending a human being or if the dog was protecting or defending her litter of offspring or offspring of the owner's property, within the immediate vicinity of the dog, from an attack or assault.
 7. Nothing in this Section shall be deemed to regulate or prohibit the lawful maintenance and use of dogs by law enforcement agencies or include actions by a law enforcement dog while on duty or while performing duties.
- B. In the event that an Animal Control Officer or law enforcement officer has probable cause to believe that a dog is dangerous, as defined above, the Animal Control Officer or law enforcement officer may seize and impound such animal at the animal shelter unless the owner agrees to impound the animal at the owner's expense at any veterinarian within the city until the conclusion of any impending municipal court charge regarding the animal. If an animal is ordered to be impounded pursuant to this subsection, the person who owns, harbors, keeps or possesses such animal shall be entitled to a hearing in the municipal court within 14 days of such impoundment to review the propriety of such impoundment and whether a bond may be posted. Impoundment expenses shall be assessed as court costs against a convicted owner and any bond may be applied to such costs.
- C. Any police officer or animal control officer of the city is authorized to issue a uniform complaint and notice to appear to any person who own, harbors, keeps or possesses a dangerous dog when such officer has probable cause of an act or acts which are made unlawful by the provisions of this Section.
- D. The owner shall annually register the dangerous dog with the city. The owner shall pay a \$50.00 annual registration fee to register the animal.
- E. All dangerous dogs shall be confined in a secured enclosure. It shall be unlawful for any owner to maintain a dangerous dog upon any premises that does not have a secured enclosure. It shall be unlawful for any owner to allow a dangerous dog to be outside of the dwelling of the owner or outside the secured enclosure unless it is necessary for the owner to obtain veterinary care for the dangerous dog or for the limited purposes of allowing said dangerous dog to urinate or defecate or to sell or give away the dangerous dog or respond to such orders of law enforcement officials as may be required. In such event, the dangerous dog shall be securely muzzled and restrained with a leash not exceeding four (4) feet in length, and shall be under the direct control and supervision of the owner of the dangerous dog. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.
- F. All dangerous dogs shall be spayed or neutered by a licensed veterinarian at the

owner's expense before being released to the owner.

G. Dangerous Dog At- Large. Any dog that has been found to be a dangerous dog, or vicious dog under this Section, that is not confined or registered as required shall be impounded by an animal control officer or a law enforcement officer. Upon conviction, in addition to all costs for impoundment, the owner or keeper shall pay a fine of at least \$250.00 but not more than \$500.00. For a second offense within twelve (12) months, in addition to the impoundment fees, the owner or keeper shall pay a \$500.00 fine and the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.

H. Dangerous Dog- Attack on Human. If any dangerous dog or vicious dog as previously defined in this Section, shall attack, assault, wound, bite, or otherwise injure or kill, or assist in such injury or killing, a human being, upon a conviction, the owner shall pay a fine of at least \$500.00 and not more than \$1000.00, the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed. All costs associated with rabies testing of the animal shall be assessed to the animal owner.

I. Dangerous Dog-Attack on Other Animal. If any dangerous dog or vicious dog as previously defined in this Section, shall kill or wound, or assist killing or wounding, any domestic animal, upon conviction the owner shall pay a \$250.00 fine. The animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.

J. It shall be an affirmative defense to subsection (H) and (I) of this section that the dog was provoked, teased, injured, and was protecting itself, its owner, its offspring or another human being.

K. The impounded dog shall not be destroyed pending any appeals of convictions under subsections (G), (H), and (I) of this section. The dog shall remain impounded pending the determination of the complaint. If the court shall find that there shall not have been a violation, such dog shall be released to the custody of the owner. In addition to fines provided in this section, the municipal judge shall have the authority to sentence the person adjudicated guilty of this Section to serve up to a maximum of six (6) months in jail.

SECTION X. Section 215.050, LICENSING, existing language is hereby deleted/repealed and new Section 215.050 is adopted to read as follows:

SECTION 215.050: - LICENSING

A. No person shall own, keep or harbor any cat, ferret, or dog over the age of five (5) months within the City limits unless the animal has been vaccinated by a licensed veterinarian with an anti-rabies vaccine and licensed by the City of Junction City.

B. It shall be the duty of the City Clerk or designated agent to issue animal license tags. The animal license tags shall be issued upon payment of the license fee and presentation of a certificate of rabies vaccination current within three (3) months of the date of application. The license shall be valid for one (1) calendar year. If the owner can provide proof of rabies vaccination for multiple years, the owner may purchase a multiple year license.

C. Applications for animal licenses shall be made upon a printed application form provided by the City of Junction City and shall state the name and address of the owner, harbinger or keeper of said animal, and the name, breed, color, age and sex of the animal.

D. Animal license tags shall be issued by the City Clerk or their designated agent(s) for the City of Junction City.

E. The license fee for a ferret, dog, or cat license shall be five dollars (\$5.00) for a neutered or spayed animal, and twenty five dollars (\$25.00) for an intact male or female animal. Said license fee shall be paid to the City of Junction City. Exempt from licensing are persons owning, keeping, or harboring a dog that has been retired from the United States Armed Forces, a trained ADA dog or animal, or police or sheriff's department dogs shall not be required to pay the permit fee but shall be subject to all other regulations of this article, including but not limited to the requirement of having the rabies vaccination.

F. Every person who owns, harbors, keeps or is in charge or in control of a ferret, dog or cat within the City limits shall provide and place on such animal a collar or harness which shall be worn by said animal at all times when off the premises of said person, and shall attach to the collar or harness the metal license tag obtained pursuant to this Chapter.

G. When it shall be made to appear to the satisfaction of the Animal Control Officer that any tag has become lost, the owner, upon presentation of the original annual certificate and payment of two dollars and fifty cents (\$2.50), shall receive a replacement.

H. Upon the payment of such tax and fee, and exhibition of the certificate of vaccination, the City Clerk or his/her designated agent, shall register in a book kept for the purpose, a description of each dog or cat so registered, together with the name of the owner, keeper or harborer thereof, and deliver to the person paying the license fee a metallic tag on which shall be cast or stamped the number of such tag and the expiration date and also deliver an annual certificate giving a description of such animal, which shall correspond with the register and number of tag.

I. A kennel, hobby breeder, animal breeder, retail breeder, or pet shop shall be licensed at a fee of fifty dollars (\$50.00) per year, in addition, to the required licensing of each animal. A license may be revoked, suspended or not issued as outlined in K.S.A. 47-1706 except such action to revoke, suspend or not issue shall be determined by the Junction City Animal Control Officer. Any pet shop must display proof of USDA or State Inspection at the time of licensing and a copy shall be kept at City Hall. Upon receipt of a complaint kennel, hobby breeder, animal breeder, retail breeder, or pet shop may be subject to inspection by the Animal Control Officer and/or a representative of the Junction City - Geary County Health Department or their designee.

J. It shall be unlawful for any person to place on any dog a tag issued for another dog or to make or use any false, forged or counterfeited tag or imitation thereof.

K. The provisions of this article with respect to registration/licensing shall not apply to any dog owned by a person visiting or temporarily remaining within the City for less than 30 days. However, such dogs shall be kept under restraint by the owner thereof at all times.

L. *Fines.* Upon conviction in the Municipal Court for a violation of Section 215.050, the following minimum fines shall be imposed:

1. First offense within a twelve (12) month period.....\$ 50.00
2. Second offense within a twelve (12) month period.....\$150.00
3. Third or subsequent offense within a twelve (12) month period.....\$250.00

The fine shall be in addition to any applicable court costs or impoundment fees.

SECTION XI. Section 215.060, IMPOUNDMENT PROCEDURE, existing language is hereby deleted/repealed and new Section 215.060 is adopted to read as follows:

SECTION 215.060: - IMPOUNDMENT PROCEDURE

- A. The Animal Control Officer, his/her designated agent, or any Law Enforcement Officer, shall take up and impound any animal found in violation of this Chapter.
- B. If within three (3) business days from the date any such animal is impounded, the owner of such animal shall appear and claim his/her animal, he/she shall pay to the JCGC Animal Shelter the sum of twenty dollars (\$20.00) to pay for the cost of impound, an additional sum per day for boarding fee at the rate of nine dollars (\$9.00) for each day such animal is impounded, and an additional sum of ten dollars (\$10.00) to pay the cost of dog vaccine and five dollars (\$5.00) for cat vaccine if there is no evidence the animal has been vaccinated upon its arrival to the shelter.
- C. Upon payment of such fees and compliance with the licensing and provisions of this Chapter, the animal shall be returned to such owner. The City Clerk, in consultation with the Animal Control Officer and JCGC Animal Shelter Director, shall effectuate suitable procedures for the collection of fees and issuance of vouchers by the JCGC Animal Shelter, together with suitable procedures for disbursement of such fees as herein provided.
- D. Any animal impounded under the provisions of this Chapter and not reclaimed by its owner within three (3) business days of its impoundment, may be disposed of, placed for adoption, or placed in rescue at the direction of the JCGC Animal Shelter.
- E. The above described costs for impounding and keeping shall be paid to the JCGC Animal Shelter for any animal claimed by the owner. All impounding fees shall be paid to the JCGC Animal Shelter and no animal shall be released until the owner proves the animal, if a dog, cat or ferret, is currently immunized against rabies and currently licensed through the City. If any animal so impounded is not claimed by the owner thereof within three (3) business days of the date of such impounding, such animal shall become the property of the JCGC Animal Shelter.
- F. If a dog is being held as a potentially dangerous dog, the provisions of Section 215.045 shall control.

SECTION XII. New Section 215.063, ANIMAL FOSTER HOME / FOSTER CARE FACILITY, is hereby adopted to read as follows:

SECTION 215.063- ANIMAL FOSTER HOME / FOSTER CARE FACILITY

- A. Any state licensed animal shelter may implement a foster home / foster care program for private citizens.
- B. That shelter must comply with licensing guidelines set forth by the state of Kansas.
- C. The said shelter shall provide quarterly reports to the City Treasurer regarding:
1. The name and address of all persons licensed under the shelter's foster care program.
 2. All animals presently placed in foster care and with whom those animals are placed.
 3. The date in which each animal was placed at the fostering home.

SECTION XIII. New Section 215.065, ADOPTION PROCEDURE, is hereby adopted to read as follows:

SECTION 215.065: - ADOPTION PROCEDURE

- A. Any person adopting a pet from the JCGC Animal Shelter shall have the animal

spayed/neutered by a licensed veterinarian within thirty (30) days, if the animal is an adult. If the animal is not an adult or if the animal cannot be neutered within the thirty (30) days because of valid medical reasons, said person shall have the animal neutered within a time frame set by the operator of the animal shelter.

B. Any person adopting an animal from the JCGC Animal Shelter hereunder shall deposit a sum, as established by the animal shelter, with the operator of the shelter. The sum established shall not be less than the lowest, nor more than the highest, fee charged by veterinarians within the city for spaying or neutering dogs and cats. The deposit shall be refunded or paid directly to the veterinarian, when the operator is provided written documentation from said veterinarian that the neutering has been accomplished.

C. If said written documentation has not been provided to the operator within ten (10) days after the time frames set forth above, the deposit shall be forfeited to the county treasurer.

D. It shall be unlawful for any person who adopts an animal hereunder to fail to comply with this section, and the forfeiture of the deposit shall not prevent a prosecution hereunder.

SECTION XIV. Section 215.070, PROCEDURE ON DISEASED OR SUSPECT ANIMALS, existing language is hereby deleted/repealed and new Section 215.070 is adopted to read as follows:

SECTION 215.070: - PROCEDURE ON DISEASED OR SUSPECT ANIMALS

A. If it shall be determined that any animal confined under the provisions of this Chapter is diseased, and by reason of such disease being transmissible to human beings or, in the case of rabies or ringworm, other animals, the Animal Control Officer or owner shall, upon notice thereof from the Health Officer with veterinary medical consultation, cause such animal to be properly treated by a veterinarian or destroyed; provided, that in the case of rabies exposure of animals, such as a dog, cat or other animal being bitten by a rabid skunk, such dog, cat or other animal may by the Health Officer be caused to be destroyed or confined for a period of not less than six (6) months to the satisfaction of the Municipal Court.

B. Any animal which bites a person shall immediately be quarantined at the JCGC Animal Shelter or at the owner's, keeper's, or harborer's expense with a doctor of veterinary medicine of the owner's, keeper's, or harborer's choosing, for a period of ten (10) days. The quarantine must be coordinated prior to the responding officer's departure from the scene and the animal shall be taken to the JCGC Animal Shelter until alternative arrangements are made with a licensed veterinarian's office for quarantine of the animal. When said animal is quarantined in a private veterinarian's office, the owner, keeper, or harborer of such animal shall give notice to the JCGC Animal Shelter when such animal is released. Upon such release, the veterinarian shall mail a certificate showing the condition of the health of the animal to the JCGC Animal Shelter. If the animal is held at the JCGC Animal Shelter, the animal shall be examined at the end of the ten (10) day confinement by a licensed veterinarian. In all such cases of quarantine, the confinement shall be at the owner's, keeper's, or harborer's expense. Any owner, keeper, or harborer of any animal which bites a person who fails to quarantine said animal in accordance with the provisions of this Section, shall, upon conviction thereof, be deemed guilty of a Class A misdemeanor.

C. Sick or injured animals found or picked up by the Animal Control Officer will be evaluated and/or treated by a licensed veterinarian, who shall be designated by the JCGC Animal Shelter Director. Further, the JCGC Animal Shelter Director will arrange for a veterinarian to provide responsive treatment for animals maintained at the JCGC

Animal Shelter during the three (3) business day holding period that become ill or show symptoms of injury.

D. Attending veterinarians shall have the authority to humanely destroy any animal evaluated and/or treated under this Section of the Code that has a contagious disease or injury where such humane disposition is in the attending veterinarian's opinion the appropriate veterinary medical action.

E. The owner of a sick or injured animal taken to a veterinarian by the Animal Control Officer and/or the JCGC Animal Shelter is responsible for the payment of charges for veterinarian services related thereto. The owner shall reimburse the City of Junction City for all expenditures the City is required to pay for veterinary services rendered to the owner's animal under this Section.

SECTION XV. Section 215.080, ANIMAL CONTROL OFFICER, existing language is hereby deleted/repealed and new Section 215.080 is adopted to read as follows:

SECTION 215.080: - ANIMAL CONTROL OFFICER

A. The Chief of Police shall appoint an Animal Control Officer who shall perform all such duties as may be prescribed by any ordinance of the City or order of the Governing Body of the City with respect to animals, and shall see that all ordinances, regulations and Statutes pertaining to animals are duly and properly observed and enforced.

B. The Animal Control Officer, at the discretion of the Chief of Police, shall keep or cause to be kept, accurate and detailed records of impoundment and disposition of all animals coming into his/her custody; all bite cases reported to him/her and investigation of the same; and records of all monies received under this Chapter, which shall be open to inspection at reasonable times by persons responsible for similar records of the City.

C. It shall further be the duty of the Animal Control Officer, or anyone having the authority of Animal Control Officer, including but not limited to Law Enforcement Officers, or the Health Officer to enforce the terms and provisions of this Chapter. Said officers are authorized to issue citations to the owner or custodian of and/or impound any animal found in violation of the terms of this Chapter.

D. The Animal Control Officer shall work under the immediate supervision and direction of the Police Department.

SECTION XVI. Section 215.090, INTERFERENCE WITH THE DUTY OF THE ANIMAL CONTROL OFFICER, HEALTH OFFICER, OR POLICE OFFICER, existing language is hereby deleted/repealed and new Section 215.090 is adopted to read as follows:

SECTION 215.090: - INTERFERENCE WITH THE DUTY OF THE ANIMAL CONTROL OFFICER, HEALTH OFFICER, OR POLICE OFFICER

A. It shall be unlawful for any person to refuse to identify himself/herself by his/her correct name and address when asked to do so by the Animal Control Officer, Health Officer, or Police Officer, when such officer or representative has probable cause to believe that this person has violated a Section of this Chapter.

B. It shall be unlawful for any person to interfere with, molest, injure or prevent the Animal Control Officer, Health Officer, or Police Officer, in the lawful discharge of duties as herein prescribed.

SECTION XVII. Section 215.100, ENFORCEMENT, existing language is hereby deleted/repealed and new Section 215.100 is adopted to read as follows:

SECTION 215.100: - ENFORCEMENT

This Chapter shall not apply to:

1. A public or privately owned zoo maintained or operated by a non-profit organization or government entity.
2. Hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals.

SECTION XVIII. Section 215.110, PENALTY, existing language is hereby deleted/repealed and new Section 215.110 is adopted to read as follows:

SECTION 215.110: - PENALTY

Unless specifically designated, any person violating any of the provisions of this Chapter is guilty of a misdemeanor and upon conviction thereof shall be punished as provided by Section 200.010 of Article V, Chapter 100, Title I of this Code.

SECTION XIX. This ordinance shall be in full force and effect from and after its adoption and publication once in the Junction City Daily Union, as provided by law.

PASSED AND ADOPTED this _____ day of _____, 2013.

Cecil Aska, Mayor

ATTEST:

Tyler Ficken, City Clerk

Backup material for agenda item:

- c. Consideration of economic development agreement amendment with Ventría.

City of Junction City

City Commission - Agenda Memo

December 3, 2013 Meeting

From: Cheryl S. Beatty, Finance Director
To: City Commissioners and Gerald Smith, City Manager
Subject: **Ventria Bioscience Development Agreement Amendment**

Objective: Adopt amendment to development agreement with Ventria Bioscience Incorporated.

Explanation of Issue: The City entered into a development agreements with Ventria Bioscience, Incorporated in December 2006. At our last meeting Scott Deeter, CEO for Ventria Bioscience Incorporated presented their request for amendment, which was approved. Attached is the amendment document as drafted by our city attorney. Ventria has reviewed and approved this document.

Staff Recommendation: No recommendation.

Budget Impact: No current budget impact.

Alternatives: The City Commission may approve, deny, table, or modify the amendment.

Motion: I, _____, move to accept (modify, deny, or table) the Ventria Bioscience Development Agreement as presented. Seconded by _____.

Attachments: Ventria Bioscience Incorporated Development Agreement Amendment

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND BUILDING IMPROVEMENTS AND EQUIPMENT LEASE

This First Amendment to Development Agreement and to Building Improvements and Equipment Lease ("Agreement") is made and entered into this 3rd day of December, 2013, between the City of Junction City, Kansas, a Kansas municipal corporation ("City"), Spirit of '76, a not for profit Kansas corporation ("Spirit") and Company Bioscience, a California corporation ("Company").

RECITALS

A. The City, Spirit and Company entered into an Amended and Restated Development Agreement dated as of December 20, 2006 (the "Development Agreement"), pursuant to which Company agreed to locate and continuously operate a business in Junction City, and the City and Spirit agreed to facilitate same by leasing the Property to Company, with an option to purchase, and by funding certain improvements to the existing building included in the Property (the "Building Improvements") and the purchase of equipment for lease to Company (the "Equipment"), also with an option to purchase.

B. In accordance with the Development Agreement, Spirit currently subleases the Building Improvements and the Equipment to Company pursuant to a Lease dated effective as of December 20, 2006 (the "Building Improvements and Equipment Lease"), with a current term of ten years, expiring December 19, 2016. Section 12.2 of the Building Improvements and Equipment Lease includes an option in favor of Company to purchase the Building Improvements and the Equipment, collectively referred to as the "Project," at any time during the term of that lease, for a price equal to "(i) the full amount remaining as a Grant to be applied to Rent hereunder, plus (ii) \$100."

C. The "Grant" referred to in recital B is a grant in the aggregate amount of \$5,500,000, to be vested in increments as milestones described Section 5.9 of the Development Agreement are satisfied (the "Grant"). The increments, milestones and vested status are currently as follows: Item 1 (\$750,000 – certain government approvals, satisfied); Item 2 (\$1,000,000 – Lease with Spirit, satisfied); Item 3 (\$1,000,000 – rice harvest 1,000 acres, not satisfied); Item 4 (\$1,000,000 – 10 full time equivalency employees residing within 30 miles – satisfied); Item 5(a) (\$500,000 - 35 full-time equivalency employees, not satisfied); Item 5(b) (\$500,000 - 50 full-time equivalency employees, not satisfied); and Item 6 (\$750,000 – 8 continuous years of operation not satisfied). Accordingly, the parties acknowledge and agree that as of the date hereof, the remaining Grant repayment obligation, Basic Rent and option price under the Development Agreement and the Building Improvements and Equipment Lease is \$2,750,000, plus \$100.

D. The parties hereto desire to extend the deadlines of certain milestones and to make certain other modifications to the Development Agreement and the Building Improvements and Equipment Lease as provided herein.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Building Improvement and Equipment Lease and the

Development Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. RECITALS. The recitations set forth in the above recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth herein.

2. AMENDMENTS TO DEVELOPMENT AGREEMENT AND BUILDING IMPROVEMENTS AND EQUIPMENT LEASE .

A. Building Improvements and Equipment Lease Term. The current Term of the Building Improvements and Equipment Lease is set to expire on December 19, 2016. The Term of the Building Improvements and Equipment Lease is hereby extended such that it will now expire on December 31, 2018. For purposes of this Agreement, the period commencing on January 1, 2014 and ending on December 31, 2018 shall be referred to herein as the “Modified Term”. All of the terms and conditions of the Development Agreement and the Building Improvements and Equipment Lease shall be applicable during the Modified Term, except as otherwise provided in this Agreement.

B. Basic Rent/Grant Repayment. Basic Rent/Grant repayment in the total amount of \$2,750,000 is due no later than December 31, 2018, subject to the following:

1. Abatement upon satisfaction of milestones. Tenant’s obligation to pay Basic Rent/Grant repayment is satisfied in the amounts indicated below if Tenant achieves on or before December 31, 2018 one or more of the following milestones as more fully described in Section 5.9 of the Development Agreement:
 - a) Initial cultivation of 1,000 acres - \$1,000,000 of the Basic Rent/Grant repayment obligation will be satisfied.
 - b) Employment of 35 employees - \$500,000 of the Basic Rent/Grant repayment obligation will be satisfied.
 - c) Employment of 50 employees - \$500,000 of the Basic Rent/Grant repayment obligation will be satisfied.
 - d) Completion of eight (8) years of continuous operation (through December 31, 2014 - \$750,000 of the Basic Rent/Grant repayment obligation will be satisfied.
2. Alternative Milestone. If Tenant builds an approximately 78,000 square foot production and warehouse facility at an approximate cost of between \$75 and \$100 million dollars to house approximately 72 employees (“Facility Expansion”) in Junction City, and if the Facility Expansion is built and open for business on or before December 31, 2018, the milestones of 1,000 acres under cultivation (\$1,000,000 of the Basic Rent/Grant repayment), 35 employees (\$500,000 of the Basic Rent/Grant repayment obligation), and 50 employees (\$500,000 of the

Basic Rent/Grant repayment obligation) are automatically satisfied (if not already satisfied) and the Development Agreement is concluded.

3. Acceleration of obligation to make Basic Rent/Grant repayment. If Tenant (a) closes its primary manufacturing operations in Junction City prior to December 31, 2018, or (b) commences the Facility Expansion outside of Junction City prior to December 31, 2018, in either case all payments associated with the milestones listed in subsection A above not satisfied as of the date of closure or the date of commencement of the Facility Expansion outside of Junction City shall immediately become due and payable:

C. RATIFICATION. The parties hereby ratify and reaffirm their rights and obligations under the Building Improvements and Equipment Lease and the Development Agreement. In the event of a conflict or ambiguity between the Building Improvements and Equipment Lease and the Development Agreement and this Agreement, the terms and provisions of this Agreement shall control.

D. BINDING. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

E. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF JUNCTION CITY, KANSAS

Cecil Aska, Mayor

ATTEST:

Tyler Ficken, City Clerk

SPIRIT OF '76 INC.

Ben Kitchens, Chairman

VENTRIA BIOSCIENCE

By: _____

Name: _____

Title: _____

Backup material for agenda item:

- d. Consideration of a Letter of Understanding with the Kansas Bioscience Authority.

City of Junction City

City Commission - Agenda Memo

Meeting Date: December 3, 2103
From: Cheryl S. Beatty, Finance Director
To: City Commissioners and Gerald Smith, City Manager
Subject: Letter of Understanding regarding Kansas Bioscience Authority Agreement

Objective: Approval of Letter of Understanding relating to Kansas Bioscience Authority Agreement.

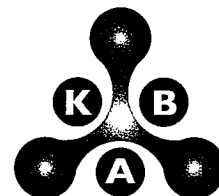
Explanation of Issue: As part of the Ventría Project, the City entered into an agreement with Kansas Bioscience Authority, aka KBA (see attached), which includes similar milestones achievements as the Ventría Development Agreement. Ventría did not participate in the establishment of KBA agreement. The original KBA Agreement was negotiated between the City and Kansas Bioscience Authority. Since the City has extended and modified the Ventría Agreement, KBA requested an amendment or letter of understanding to be drafted to release the funds on milestones not reached or not likely to be reached and extends the remaining to 2018 to match the Ventría Development Agreement Amendment. It also clarifies the agreements ending date since it is not clearly defined in the original agreement. Attached is a copy of the proposed Letter of Understanding that was drafted by KBA. We had the Letter of Understanding reviewed by the Manhattan city attorney for legal form since our city attorney had a declared conflict of interest.

Staff Recommendation: Staff recommends the approval of the Letter of Understanding regarding the Ventría Project with Kansas Bioscience Authority.

Budget Impact: No current budget impact.

Motion: I, _____, move to approve (modify, deny, or table) the Letter of Understanding with Kansas Bioscience Authority. Seconded by _____.

Attachments: Letter of Understanding with Kansas Bioscience Authority



KANSAS BIOSCIENCE
AUTHORITY

November 13, 2013

Cheryl Beatty
Interim City Manager
City of Junction City
700 N. Jefferson
Junction City, KS 66441

Re: Agreement between City of Junction City, KS and the Kansas Bioscience Authority dated February 19, 2007 ("Agreement", attached hereto).

Dear Ms. Beatty:

This letter serves to memorialize in writing our agreement that the City of Junction City, KS will not reach Milestones Four through Nine (Exhibit A) of the Agreement. The assigned value of the payments associated with these milestones was up to six hundred thousand dollars (\$600,000.00). A timeline has also been assigned to Milestones One through Three and Ten (Exhibit A).

Given that Milestones Four through Nine will not be reached, please be advised that the milestones and their associated payments are being released by the KBA.

Please execute below acknowledging your agreement to the release and your understanding that the funds related to these milestones are no longer available to you. ***Once executed, please return an original to my attention.***

Thank you for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Duane Cantrell
President & CEO

Acknowledgment and Understanding:

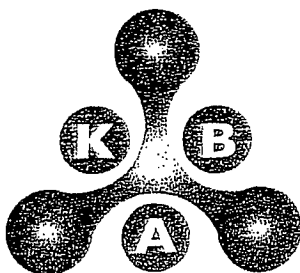
Signature and Date

Printed Name and Title

Exhibit A

**Junction City Milestone Table
Agreement Date 2/19/2007**

Milestone No.	Description	Amt.	Notes:
	Cultivate & 1st harvest of 1K acres of land within 50 miles of JC and 10 FTE		
1	whose principal residence is in JC.	\$ 100,000	Milestone must be reached by 2/19/2018
2	35 FTEs	\$ 100,000	Milestone must be reached by 2/19/2018
3	50 FTEs	\$ 100,000	Milestone must be reached by 2/19/2018
4	On 4th anniversary and each year thereafter, 50 FTEs, each employee to have worked for at least 11 months leading to anniversary date to count for inclusion.	\$ 100,000	Release
5	5th anniversary, 50 FTEs, each employee to have worked for at least 11 months leading to anniversary date to count for inclusion.	\$ 100,000	Release
6	6th anniversary - In year six, employees must total 75 and each year thereafter add 5 employees/year to qualify.	\$ 100,000	Release
7	7th anniversary - 80 employees - each employee to have worked for at least 11 months leading to anniversary date to count for inclusion.	\$ 100,000	Release
8	8th anniversary - 85 employees - each employee to have worked for at least 11 months leading to anniversary date to count for inclusion.	\$ 100,000	Release
9	9th anniversary - 90 employees - each employee to have worked for at least 11 months leading to anniversary date to count for inclusion.	\$ 100,000	Release
10	10th anniversary - 95 employees - each employee to have worked for at least 11 months leading to anniversary date to count for inclusion.	\$ 100,000	Milestone left as is in original agreement.
Total		\$ 1,000,000	



Partners in Bioscience Growth

This agreement is dated as 2/19/07, by and between the KANSAS BIOSCIENCE AUTHORITY, and the CITY OF JUNCTION CITY, KS

The Kansas Bioscience Authority agrees to provide \$1,000,000 in grants to the City of Junction City to assist in the recruitment of Ventria Bioscience in accordance with the following timeline of events.

<u>Event</u>	<u>Amount of Grant</u>
1. Ventria's cultivation and first harvest of rice from no less than 1,000 acres of land within a Fifty (50) mile radius of the corporate limits of the City and Ventria's employment of ten (10) employees who will work on a full-time equivalency basis at the Facility whose principal residence is located in Junction City, Kansas.	\$100,000
2. Ventria's employment of thirty-five (35) employees who will work on a full-time equivalency basis at the Junction City Facility.	\$100,000
3. Ventria's employment of fifty (50) employees who will work on a full-time equivalency basis at the Facility.	\$100,000
4. On the 4th anniversary and each year thereafter for six years of Ventria's employment of fifty (50) employees who will work on a full-time equivalency basis at the Facility in Junction City. The designated employee count must work at least 11 months to qualify for the annual grant. In year six, employees must total	\$100,000 per year up to seven years.


COPY

seventy-five (75) and each year thereafter add five (5) employees/year to qualify.

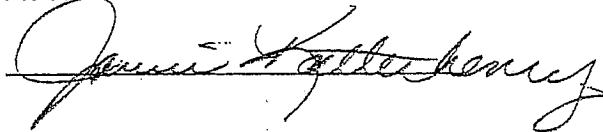
The City of Junction City will certify that these milestones have transpired. An outside CPA firm must verify the employee count. Upon annual certification and verification, the KBA will submit its check.

IN WITNESS WHEREOF, the Kansas Bioscience Authority and the Company have caused this agreement to be duly executed by their duly authorized representatives.

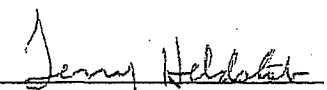
THE KANSAS BIOSCIENCE AUTHORITY

By:  2-19-07

ATTEST:



THE CITY OF JUNCTION CITY,
A KANSAS MUNICIPAL CORPORATION

By:  2-19-07
TERRY HELDSTAB, MAYOR

ATTEST:


COLLEEN WOODRUFF, CITY CLERK

Backup material for agenda item:

- e. Consideration and Approval of the Award of Bid for the Purchase of Portable Vehicle Lifts within the Department of Public Works – to Roberts Truck Center.

City of Junction City City Commission Agenda Memo

December 3, 2013

From: Gregory S. McCaffery, Municipal Services Director
To: Gerald Smith, City Manager and City Commissioners
Subject: Award of Bid – Portable Vehicle Lifts, Department of Public Works – to Roberts Truck Center

Objective: Award of Bid to for the purchase of New Portable Vehicle Lifts, Department of Public Works – to Roberts Truck Center.

Explanation of Issue: The City budgeted within the Department of Public Works (DPW) the purchase of a new set of Portable Vehicle Lifts for use in the fleet group. As part of the assumption of the DPW operations, the City identified various pieces of equipment which would need to be purchased in order to fully service the DPW fleet, in addition to others vehicles within the City. One of these equipment purchases would be for new portable vehicle lifts, if other equipment purchases and core public work equipment needs were kept in check over the current fiscal year.

Given this, City staff, direct solicited, advertised for bids within The Daily Union and on the City's website for these lifts. A formal bid opening was held on November 21, 2013, with three bids being received and are tabulated below:

Bidder	Unit Price
* Roberts Truck Center (Salina, KS)	\$32,999.99
P. B. Hoidale Co., Inc. from Wichita, KS (demo model)	\$34,850.00
P. B. Hoidale Co., Inc. from Wichita, KS	\$39,060.00
*Low Bid (Estimate/ Budgeted Amount \$35,000.00)	

Should the City Commission approved the purchase of the portable vehicle lifts, it is anticipated that these units would be delivered within 3-4 weeks.

Budget Impact: Funds are budgeted within the Public Works Street, Water & Sewer Operations and Sanitation Funds for these portable vehicle lifts.

Alternatives: The City Commission may approve, modify, table or deny the award of bid/ direct purchase of these units.

Recommendation: Staff recommends approval of the award of bid, as presented.

Suggested Motion: Commissioner _____ moves to approve the award of bid and purchase for a set of new portable vehicle lifts from Robert Truck Center, Salina, KS, for an amount not to exceed \$32,999.99, as presented.

Commissioner _____ seconded the motion.

Backup material for agenda item:

- b. Consideration of R-2741 Junction City building security plans.

RESOLUTION No. 2741

A RESOLUTION EXEMPTING, UNTIL JANUARY 1, 2018, CERTAIN IDENTIFIED CITY OF JUNCTION CITY MUNICIPAL BUILDINGS FROM THE REQUIREMENTS OF 203 KANSAS SESSION LAWS 551, CHAPTER 105, NEW SECTION 2, WHICH PRECLUDES KANSAS MUNICIPALITIES FROM PROHIBITING THE CARRYING OF CONCEALED HANDGUNS INTO CITY BUILDINGS.

WHEREAS, the 2013 Kansas Legislature adopted New Section 2 of the 2013 Senate Substitute for House Bill No. 2052, which in part requires Kansas municipalities to allow carrying of concealed handguns in municipal buildings beginning on July 1, 2013 (“section 2”); and

WHEREAS, Senate Substitute for House Bill No. 2052 is currently found at 2013 Kansas Session Laws 551, Chapter 105 (“the Law”); and

WHEREAS, Section 2(i) of the Law provides that municipalities are authorized to exempt municipal buildings for a period of four years beginning on January 1, 2014, from the requirements that municipalities allow the carrying of concealed handguns into municipal buildings and;

WHEREAS, pursuant to the authority set forth in Section 2(i) of the Law, the City of Junction City, desires to exempt its municipal buildings from the requirements that municipalities allow the carrying of concealed handguns into municipal buildings for a period of four years beginning on January 1, 2014,

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS;

SECTION 1. MUNICIPAL BUILDINGS EXEMPT. Pursuant to the authority set forth in 2013 Kansas Session Laws, Chapter 105 (the “Law”), Section 2(i), the City of Junction City hereby exempts the municipal buildings listed below from the provisions of Section 2 of the Law relating to municipalities prohibiting the carrying of a concealed handgun in municipal buildings as authorized by the personal and family protection act. It is the intent of the City that the exemption set forth herein shall extend for a period of four years beginning January 1, 2014. As required by Section 2(i) of the Law, the below list of municipal buildings includes a legal description of the building locations.

1. **City Hall, 700 N. Jefferson Street:** Lots 16-20 and Lots 1-5, Block 20, Junction City Addition to Junction City, Geary County, Kansas.
2. **Dorothy Bramlage Library, 230 West Seventh Street:** Lots 11-15. Block 20, Junction City Plat, Geary County, Kansas.

3. **12th Street Community Center, 1002 West 12th Street:** Rathert Addition, a Replat of Cleary Park Addition and unplatted land to Junction City, Kansas.

4. **Spin City, 915 South Washington Street:** Tract I: A tract of land being all of Lot One (1), Block One (1), Green Hills Addition to Junction City, Kansas and a portion of Lot One (1), Block One (1) EEECT Addition to Junction City, Kansas, and all of Lot One (1), Block One (1) Hardee's South Addition to Junction City, Kansas, also being in the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section Thirteen (13), Township Twelve (12) South, Range Five (5) East of the Principal Meridian, Geary County, Kansas, being more particularly described as follows: Commencing at the Southwest corner of said Lot One (1), Block One (1), EEECT Addition, said point also being the intersection of the Easterly right-of-way line of South Washington Street and the South line of said North half (N1/2) of the Northwest Quarter (NW1/4); thence on an assumed bearing of S89°25'53" E along said South line a distance of 356.60 feet to the point of beginning of the tract to be described; thence N00°20'17" E a distance of 72.79 feet to the Southerly line a distance of 200.00 feet to the Southwest corner of said Lot One (1), Block One (1) said point also being on the Easterly right-of-way of said South Washington Street; thence N49°56'38" E along said Easterly right-of-way a distance of 60.60 feet; thence continuing along said Easter right-of-way line along a curve to the left having a radius of 1534.67 feet, an arc length of 239.11 feet, a chord bearing of N45°28'49" E, and a chord distance of 238.87 feet to the Northwest corner of said Lot One (1), Block One (1) Green Hills Addition; thence S62°13'54" E along the Northerly line of said Lot One (1), Block One (1), a distance of 193.23 feet to the Northwest corner of a tract of land being described in a deed recorded in Deed Book 100, pages 1362 thru 1366 at the Geary County Registrar of Deeds Office; thence S25°50'44" W along the Westerly line of said tract a distance of 100.60 feet; thence S24°35'24" W continuing along said Westerly line a distance of 184.52 feet to the Southwest corner of said tract; thence S62°01'31" E along the Southerly line of said tract a distance of 53.57 feet to a point on the South line of the said North Half (N1/2) of the Northwest Quarter (NW1/4); thence N89°25'53" W along said South line a distance of 138.17 feet to the Point of Beginning.

LESS and EXCEPT the following described tract of land: A tract of land being a portion of Lot One (1), Block One (1) Green Hills Addition to Junction City, Kansas, being more particularly described as follows: Beginning at the Northwest corner of said Lot One (1), Block One (1); thence S62°13'54" E along the Northerly line of said Lot One (1), Block One (1), a distance of 143.55 feet; thence S25°50'44" W a distance of 100.57 feet to a point on the Northerly line of Lot One (1), Block One (1) Hardee's South Addition, as filed in the Office of the Registrar of Deeds, Geary County, Kansas; thence N62°12'08" W along said Northerly line, a distance of 173.89 feet to a point the Easterly right-of-way line of South Washington Street; thence along said Easterly right-of-way line on a curve to the left having a radius of 1534.67 feet, a chord bearing of N42°47'57" E, a chord distance of 103.99 feet, an arc length of 104.01 feet to the Point of Beginning.

Tract II: A tract of land being a portion of Lot One (1), Block One (1), EEECT Addition to Junction City, Kansas, also being in the North Half (N ½) of the Northwest Quarter (NW1/4) of Section Thirteen (13), Township Twelve (12) South, Range Five (5) East of the 6th Principal Meridian, Geary County, Kansas, being more particularly described as follows:

Commencing at the Southwest corner of said Lot One (1), Block One (1) EEECT Addition, said point also being the intersection of the Easterly right-of-way line of South Washington Street and the South line of said North half (N1/2) of the said Northwest Quarter (NW1/4); thence on an assumed bearing of S89°25'53" E along South line of said Lot One (1), Block One (1) EECT Addition, a distance of 494.76 feet to the point of beginning of the tract to be described; thence N62°01'31" W a distance of 53.57 feet; thence N24°35'24" E along the easterly line of Lot One (1), Block One (1), Hardee's South Addition; thence N25°50'44" E a distance of 100.60 feet; thence S62°13'54" E a distance of 229.75 feet; to a point on the westerly right-of-way line of the Union Pacific Railroad, also being the easterly line of said Lot One (1), Block One (1) EEECT Addition; thence S19°06'37" W along said westerly right-of-way line, and said easterly line of Lot One (1), Block One (1) EEECT Addition, a distance of 188.96 feet to the southeast corner of said Lot One (1), Block One (1) EEECT Addition and the Northeast corner of Lot One (1), Block One (1) Langvardt Addition to the City of Junction City, Kansas; thence continuing along said westerly right-of-way line, said line also being the easterly line of Lot One (1), Block One (1) Langvardt Addition, S 18°25'30" W a distance of 219.90 feet; thence N52°55'04" W a distance of 157.63 feet; thence N26°58'59" E a distance of 93.06 feet; thence N62°01'31" W a distance of 69.89 feet to a point on said south line of Lot One (1), Block One (1) EEECT Addition, said point being the point of beginning.

Together with the nonexclusive right, together with all current and future adjoining property owners, to use the following described two tracts of real estate for the purpose of travel and ingress/egress, it being agreed and understood that no permanent structures will be placed thereon, to wit: A tract of land being a portion of Lot One (1), Block One (1) EEECT Addition to Junction City, Kansas, also being in the North Half of the Norwest Quarter of Section 13, Township South, Range 5 East of the 6th Principal Meridian, Geary County, Kansas being more particularly described as follows: Commencing at the southwest corner of said Lot One (1), Block One (1) EEECT Addition said point also being the intersection of the easterly right-of-way line of South Washington Street and the south line of the North Half of said Northwest Quarter; thence S 89°25'53" E along the south line of said Lot One (1), Block One (1) EEECT Addition, a distance of 494.76 feet; thence N62°01'31" W a distance of 53.57 feet; thence N24°35'24" E along the easterly line of Lot One (1), Block One (1), Hardee's South Addition to Junction City, Kansas, a distance of 184.52 feet to the Northeast corner of said Lot One (1), Block One (1), Hardee's South Addition, also being the point of beginning of the tract to be described; thence N25°50'44" E a distance of 80.59 feet to a point on the easterly line of Lot One (1), Block One (1) Green Hills West Addition to Junction City, Kansas; thence S43°47'00" W along said easterly line of Lot One (1), Block One (1) Green Hills Addition, a distance of 83.78 feet to a point on the north line of said Lot One (1), Block One (1) Hardee's South Addition; thence S62°12'08" E along said north line of Lot One (1), Block One (1) Hardee's South Addition, a distance of 25.82 feet to the point of beginning.

A tract of land being a portion of Lot One (1), Block One (1) Hardee's South Addition to Junction City, Kansas, also being in the North Half of the Norwest Quarter of Section 13, Township 12 South, Range 5 East of the 6th Principal Meridian, Geary County, Kansas. For ingress/egress purposes, being more particularly described as follows: Commencing at the

Southwest corner of Lot One (1), Block One (1) EECT Addition to Junction City, Kansas, said point also being intersection of the easterly right-of-way line of South Washington Street and the south line of the North Half of said Northwest Quarter; thence S89°25'53" E along the south line of the Lot One (1), Block One (1) EECT Addition, a distance of 494.76 feet; thence N62°01'31" W a distance of 53.57 feet; thence N24°35'24" E a distance of 35.06 feet to the Southeast corner of said Lot One (1), Block One (1) Hardee's South Addition, said point also being the point of beginning of the tract to be described; thence continuing N24°35'24" E along the easterly line of said Lot One (1), Block One (1) Hardee's South Addition, a distance of 149.49 feet to the Northeast corner of said Lot One (1), Block One (1) Hardee's South Addition; thence N62°12'08" W along the north line of said Lot One (1), Block One (1) Hardee's South Addition, a distance of 25.04 feet; thence S62°08'00" E along said south line of Lot One (1), Block One (1) Hardee's South Addition, a distance of 25.04 feet to the point of beginning.

5. **Parks Department Office & Warehouse, 2307 North Jackson Street:** A parcel of land located in Lot Four (4), Block One (1), a replat of Republican River Industrial Park, Unit No. Two (2) and un-platted land to Junction City, Geary County, Kansas more particularly described as follows: Beginning at the Southwest corner of said Lot Four (4); thence on an assumed bearing of N 47°52'50" E along the West line of said Lot Four (4) a distance of 247.83 feet; thence N 42°51'10" W along said East line a distance of 3.30 feet; thence N 47°08'50" E along said West line a distance of 30.35 feet; thence S 42°52'19" E a distance of 381.51 feet to a point on the East line of said lot Four (4); thence S 43°58'20" W along said East line a distance of 161.96 feet; thence S 70°28'17" W along said East line a distance of 240.39 feet to the Southeast corner of said Lot Four (4); thence N 16°52'44" W along South line of said Lot Four *4) a distance of 260.00 feet; thence N52°20'08" W along said South line a distance of 59.06 feet to the Point of Beginning.
6. **C. L. Hoover Opera House, 133 and 135 West Seventh Street:** The West 70 feet of Lots Eight (8), Nine (9), and Ten (10), Block 28, Junction City, Geary County, Kansas; And The West Twenty-six Feet (W26') of the East Sixty-Eight Feet (E68') of Lots Eight (8), Nine (9), and Ten (10), Block 28, in the City of Junction City; being also described as follows: Commencing at a point Seventy Feet (70') East of the Northwest corner of Lot Eight (8), in Block Twenty-eight (28) of Junction City, Kansas; thence East Twenty-six (E26') along line of 7th Street; thence South One Hundred Forty feet (S140') more or less to line of alley; thence West Twenty-six Feet (W26'); thence North One Hundred Forty Feet (N140') to place of beginning.
7. **Rolling Meadows Clubhouse, 6514 Old Milford Road:** Lots 1 and 4, together with all accretions thereto, in Section 21, that portion of the NW ¼ NE ¼ of said Section 21 lying south and west of the center of the right-of-way of old U.S. Highway 77 and that portion of the S ½ S ½ S ½ of Section 16 lying south and west of the center of said right-of-way and north and east of the left bank of the Republican River, Township 11 South, Range 5 East of the Sixth Principal Meridian, Geary County, Kansas, containing 160.12 acres more or less.
8. **Rolling Meadows Maintenance Facility, 6514 Old Milford Road:** Lots 1 and 4, together with all accretions thereto, in Section 21, that portion of the NW ¼ NE ¼ of said Section 21

lying south and west of the center of the right-of-way of old U.S. Highway 77 and that portion of the S ½ S ½ S ½ of Section 16 lying south and west of the center of said right-of-way and north and east of the left bank of the Republican River, Township 11 South, Range 5 East of the Sixth Principal Meridian, Geary County, Kansas, containing 160.12 acres more or less.

9. **Rolling Meadows Annual Fee Payer Cart Barn, 6514 Old Milford Road:** Lots 1 and 4, together with all accretions thereto, in Section 21, that portion of the NW ¼ NE ¼ of said Section 21 lying south and west of the center of the right-of-way of old U.S. Highway 77 and that portion of the S ½ S ½ S ½ of Section 16 lying south and west of the center of said right-of-way and north and east of the left bank of the Republican River, Township 11 South, Range 5 East of the Sixth Principal Meridian, Geary County, Kansas, containing 160.12 acres more or less.
10. **Rolling Meadows City Cart Barn, 6514 Old Milford Road:** Lots 1 and 4, together with all accretions thereto, in Section 21, that portion of the NW ¼ NE ¼ of said Section 21 lying south and west of the center of the right-of-way of old U.S. Highway 77 and that portion of the S ½ S ½ S ½ of Section 16 lying south and west of the center of said right-of-way and north and east of the left bank of the Republican River, Township 11 South, Range 5 East of the Sixth Principal Meridian, Geary County, Kansas, containing 160.12 acres more or less.
11. **Municipal Swimming Pool, 1005 West Fifth Street:** Lots 4-17, Block 4 and Lots 2-10, Block 7 of Fairview Addition to Junction City, Geary County, Kansas.
12. **Fire Station No. 1, 700 N. Jefferson Street:** Lots 1-5, Block 20, Junction City Addition, to Junction City, Geary County, Kansas.
13. **Fire Station No. 2, 2245 Lacy Drive:** A tract of land located in Lot 1, Block 3, Jack Lacy Industrial Park of Junction City, being a part of the South half of the Southwest Quarter of Section 15, Township 12 South, Range 5 East of the 6th Principal Meridian in Geary County, Kansas and described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 15; thence on an assumed bearing of S88°52'30" E along the South line of said Southwest Quarter a distance of 100.00 feet to the point on the East right-of-way line of a now existing County Road, commonly known as Spring Valley Road, said point also being the point of beginning of the Tract to be described; thence N14°06'43" W along said East right-of-way line a distance of 241.13 feet; thence continuing along said East right-of-way line N00°17'38" E a distance of 285.84 feet to the point of intersection of said East right-of-way line with the South right-of-way line of Lacy Drive; thence S89°42'22" E along said South right-of-way line a distance of 46.25 feet; thence continuing along said South right-of-way line on a curve to the right having a radius of 460.00 feet a chord bearing of S57°52'30" E and a chord distance of 485.23 feet, an arc distance of 511.12 feet; thence continue along said South right-of-way line S26°02'37" E a distance of 302.61 feet to the point of intersection of said south right-of-way line with the South line of said Southwest Quarter; thence N88°52'30" W along said South line a distance of 532.82 feet to the point of beginning. Contains 220,348.87 S.F. 5.06 acres, more or less. Subject to easements, reservations and restrictions now of record.

14. **Law Enforcement Center, 210 East Ninth Street:** Lot Five (5), Lot Six (6), Lot Seven (7), Lot Eight (8), Lot Nine (9), Lot Ten (10), Lot Eleven (11), Lot Twelve (12), Lot Thirteen (13), and Lot Fourteen (14), Block Nine (9) Original Plat of Junction City, Geary County, Kansas, containing 1.4352 acres more or less.

And

A strict of land in Lot Ten (10), Block seventy-two (72), Railroad Addition to Junction City, Kansas, more particularly described as follows: Beginning at a point where the old diminished Reserve Line, which is also the Southwest Line of Lot Ten (10), Block Seventy-two (72), Railroad Addition to Junction City, crosses the East line of Lot Fourteen (14), Block Nine (9), Junction City; thence North Fourteen feet, thence West to the said old diminished Reserve Line; thence South and East along said Reserve Line to the place of beginning, containing 0.0026 acres, more or less.

And

Lot Ten (10), Block Seventy-two (72), Railroad Addition to Junction City, Geary County, Kansas, subject to an easement of the right to maintain a sewer across said Lot Ten (10) and to enter thereon to make repairs, except the following described tract of land to wit: Beginning at the point where the old diminished Reserve Line, which is also the southwest line of said Lot Ten (10) crosses the East line of Lot Fourteen (14), Block Nine (9) of the original City of Junction City, and running thence North Fourteen feet (14') on the East line of said Lot Ten (10), thence West to the old diminished Reserve Line, thence Southwesterly along said diminished Reserve Line to the place of beginning, containing 0.0503 acres, more or less.

15. **Police Department Warehouse, 312 East Ninth Street:** Lots 13-18, Block 73, Railroad Addition to Junction City, Kansas and Block H, Railroad Addition to Junction City, Geary County, Kansas.

16. **Junction City Municipal Court, 701 North Jefferson Street:** All of Lots Eleven(11), Twelve (12), Thirteen (13), Block Twenty-One, Junction City, Kansas, except the following described tract, to-wit: The East one-third (1/3) of said lots Eleven (11), Twelve (12), and Thirteen (13), being more specifically described as follows, to-wit: Beginning at the Southeast corner of said Lot Thirteen (13), Block Twenty-One (21), Junction City, Kansas thence North through the center wall to the North line of Lot Eleven (11) of said Block Twenty-One, thence West Forty-Seven feet six inches (47' 6"), thence South to the South line of said lot Thirteen (13), of said block Twenty-One (21) being a line through the center of the West wall of the building located on East one-third (1/3) of said Lots Eleven (11), Twelve(12), and Thirteen (13), thence East Forty-Seven feet Six inches (47' 6") to the place of beginning.

17. **Junction City Public Works Facility, 2324 North Jackson Street:** THAT PORTION OF SPECIAL SECTION 12, TOWNSHIP 11 SOUTH, RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN, AND THAT PORTION OF SECTION 2 AND SPECIAL SECTION 11, TOWNSHIP 11 SOUTH, RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN, AND ALL OF AIRPORT

SUBDIVISION, AND ALL OF MOSHER ADDITION, AND THAT PORTION OF MILLERS ADDITION, AND THAT PORTION OF WESTWOOD HEIGHTS ADDITION, CITY OF JUNCTION CITY, COUNTY OF GEARY, STATE OF KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF REPLAT OF LOTS 1 AND 2, BLOCK 1, MCDONALD'S ADDITION, SAID CORNER ALSO BEING THE WESTERNMOST CORNER OF 14TH STREET COMMON; THENCE SOUTH ON THE WEST LINE OF SAID REPLAT A DISTANCE OF 251 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 1 MILLERS ADDITION; THENCE WEST ON THE NORTH LINE OF SAID MILLERS ADDITION, A DISTANCE OF 106.13 FEET MORE OR LESS TO THE CORNER OF A TRACT OF LAND CONDEMNED BY SAID CITY OF JUNCTION CITY ON DISTRICT COURT CASE NUMBER 10383 FILED OCTOBER 1, 1948; THENCE SOUTHWEST ON SOUTHERLY LINE OF SAID TRACT OF LAND, 135.14 FEET MORE OR LESS; THENCE WEST ON SAID SOUTHERLY LINE, A DISTANCE OF 109.00 FEET MORE OR LESS; THENCE SOUTH ON SAID SOUTHERLY LINE, A DISTANCE OF 200 FEET MORE OR LESS TO THE TO THE NORTH RIGHT OF WAY LINE OF W 14TH ST; THENCE WEST ON SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 400 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF WESTWOOD HEIGHTS ADDITION; THENCE NORTHWEST ON THE EASTERLY LINE OF LOTS 1, 17, 18, AND 19, AND THEIR NORTHWESTERLY PROLONGATION A DISTANCE OF 845 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 5 OF SAID WESTWOOD HEIGHTS ADDITION; THENCE NORTH ON THE EAST LINE OF LOTS 1, 2, 3, 4, 5, AND 6, SAID BLOCK 5, A DISTANCE OF 338.05 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 9, SAID BLOCK 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 53.89 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH ON THE EAST LINE OF SAID LOT 9, A DISTANCE OF 112.00 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE NORTH A DISTANCE OF 50 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7 OF SAID WESTWOOD HEIGHTS ADDITION; THENCE NORTH ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 112.00 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE SOUTH LINE OF ELMDALE COURT ADDITION; THENCE EAST ON SAID SOUTH LINE, A DISTANCE OF 120 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID ELMDALE COURT ADDITION AND THE CENTERLINE OF PRICE'S RAVINE; THENCE NORTH ON THE EAST LINE OF SAID ELMDALE COURT ADDITION AND SAID CENTERLINE OF PRICE'S RAVINE, A DISTANCE OF 1650 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID ELMDALE COURT ADDITION AND THE EAST LINE OF MATLOCK SCHOOL ADDITION; THENCE NORTH ON SAID EAST LINE, A DISTANCE OF 57.80 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID MATLOCK SCHOOL ADDITION AND THE SOUTHEAST CORNER OF NORTH WIND PLACE ADDITION UNIT NO. 1; THENCE NORTHEAST ON THE EASTERLY LINE OF SAID NORTH WIND PLACE ADDITION UNIT NO. 1, A DISTANCE OF 581.45 FEET MORE OR LESS; THENCE NORTH CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 119.62 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID NORTH WIND PLACE ADDITION UNIT NO. 1 AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 101 AT PAGE 1022; THENCE NORTH ON THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE 748.26 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF CARL EHLEH'S ADDITION; THENCE NORTH ON THE EASTERLY LINE OF SAID CARL EHLEH'S ADDITION, A DISTANCE OF 405.64 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID CARL EHLEH'S ADDITION AND TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 104 AT PAGE 698; THENCE NORTH ON THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 535.80 FEET MORE OR LESS TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF N JACKSON ST (ALTERNATE US-77 HIGHWAY); THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2200 FEET MORE OR LESS TO THE NORTHEAST CORNER OF J J

MARINE ADDITION; THENCE WEST ON THE NORTH LINE OF SAID J J MARINE ADDITION, A DISTANCE OF 307.95 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID J J MARINE ADDITION; THENCE SOUTH ON THE WEST LINE OF SAID J J MARINE ADDITION, A DISTANCE OF 271.68 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID J J MARINE ADDITION; THENCE EAST ON THE SOUTH LINE OF SAID J J MARINE ADDITION, A DISTANCE OF 382.01 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID J J MARINE ADDITION AND THE WESTERLY RIGHT-OF-WAY OF SAID N JACKSON ST; THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 560 FEET MORE OR LESS TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 79 AT PAGE 827; THENCE SOUTHWEST ON THE NORTHWESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 552.5 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTHEAST ON THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 192.37 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND; THENCE EAST ON THE SOUTHERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 528.5 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND AND SAID WESTERLY RIGHT-OF-WAY LINE OF N JACKSON ST; THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60 FEET MORE OR LESS TO THE NORTHEAST CORNER OF RATTS ADDITION; THENCE WEST ON THE NORTH LINE OF SAID RATTS ADDITION, A DISTANCE OF 348.90 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID RATTS ADDITION; THENCE SOUTH ON THE WEST LINE OF SAID RATTS ADDITION, A DISTANCE OF 282.00 FEET TO THE SOUTHWEST CORNER OF SAID RATTS ADDITION; THENCE EAST ON THE SOUTH LINE OF SAID RATTS ADDITION, A DISTANCE OF 341.70 FEET TO THE SOUTHEAST CORNER OF SAID RATTS ADDITION AND SAID WESTERLY RIGHT-OF-WAY LINE OF N JACKSON ST; THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1420 FEET MORE OR LESS TO THE NORTH LINE OF CUDDY'S ADDITION; THENCE WEST ON THE NORTH LINE OF SAID CUDDY'S ADDITION, A DISTANCE OF 870 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF BLOCK 1 OF SAID 14TH STREET COMMONS; THENCE NORTH ON THE EASTERLY LINE OF SAID BLOCK 1, A DISTANCE OF 252.91 FEET MORE OR LESS; THENCE NORTHWEST CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 172.09 FEET MORE OR LESS; THENCE WEST CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 167.97 FEET MORE OR LESS; THENCE NORTHWEST CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 172.09 FEET MORE OR LESS; THENCE NORTH CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 317.22 FEET MORE OR LESS; THENCE NORTHWEST CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 496.04 FEET MORE OR LESS; THENCE NORTHWEST CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 223.74 FEET MORE OR LESS; THENCE WEST ON THE NORTH LINE OF SAID 14TH STREET COMMONS, A DISTANCE OF 191.46 FEET MORE OR LESS; THENCE SOUTHWEST ON THE WESTERLY LINE OF SAID 14TH STREET COMMONS, A DISTANCE OF 779.80 FEET MORE OR LESS TO THE POINT OF BEGINNING.

18. **Junction City Airport Terminal Building, 540 Airport Road:** THAT PORTION OF SPECIAL SECTION 12, TOWNSHIP 11 SOUTH, RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN, AND THAT PORTION OF SECTION 2 AND SPECIAL SECTION 11, TOWNSHIP 11 SOUTH, RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN, AND ALL OF AIRPORT SUBDIVISION, AND ALL OF MOSHER ADDITION, AND THAT PORTION OF MILLERS ADDITION, AND THAT PORTION OF WESTWOOD HEIGHTS ADDITION, CITY OF JUNCTION CITY, COUNTY OF GEARY, STATE OF KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF REPLAT OF LOTS 1 AND 2, BLOCK 1, MCDONALD'S ADDITION, SAID CORNER ALSO BEING THE WESTERNMOST CORNER OF 14TH

STREET COMMON; THENCE SOUTH ON THE WEST LINE OF SAID REPLAT A DISTANCE OF 251 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 1 MILLERS ADDITION; THENCE WEST ON THE NORTH LINE OF SAID MILLERS ADDITION, A DISTANCE OF 106.13 FEET MORE OR LESS TO THE CORNER OF A TRACT OF LAND CONDEMNED BY SAID CITY OF JUNCTION CITY ON DISTRICT COURT CASE NUMBER 10383 FILED OCTOBER 1, 1948; THENCE SOUTHWEST ON SOUTHERLY LINE OF SAID TRACT OF LAND, 135.14 FEET MORE OR LESS; THENCE WEST ON SAID SOUTHERLY LINE, A DISTANCE OF 109.00 FEET MORE OR LESS; THENCE SOUTH ON SAID SOUTHERLY LINE, A DISTANCE OF 200 FEET MORE OR LESS TO THE TO THE NORTH RIGHT OF WAY LINE OF W 14TH ST; THENCE WEST ON SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 400 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF WESTWOOD HEIGHTS ADDITION; THENCE NORTHWEST ON THE EASTERLY LINE OF LOTS 1, 17, 18, AND 19, AND THEIR NORTHWESTERLY PROLONGATION A DISTANCE OF 845 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 5 OF SAID WESTWOOD HEIGHTS ADDITION; THENCE NORTH ON THE EAST LINE OF LOTS 1, 2, 3, 4, 5, AND 6, SAID BLOCK 5 , A DISTANCE OF 338.05 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 9, SAID BLOCK 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 53.89 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH ON THE EAST LINE OF SAID LOT 9, A DISTANCE OF 112.00 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE NORTH A DISTANCE OF 50 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7 OF SAID WESTWOOD HEIGHTS ADDITION; THENCE NORTH ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 112.00 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE SOUTH LINE OF ELMDALE COURT ADDITION; THENCE EAST ON SAID SOUTH LINE, A DISTANCE OF 120 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID ELMDALE COURT ADDITION AND THE CENTERLINE OF PRICE'S RAVINE; THENCE NORTH ON THE EAST LINE OF SAID ELMDALE COURT ADDITION AND SAID CENTERLINE OF PRICE'S RAVINE, A DISTANCE OF 1650 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID ELMDALE COURT ADDITION AND THE EAST LINE OF MATLOCK SCHOOL ADDITION; THENCE NORTH ON SAID EAST LINE, A DISTANCE OF 57.80 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID MATLOCK SCHOOL ADDITION AND THE SOUTHEAST CORNER OF NORTH WIND PLACE ADDITION UNIT NO. 1; THENCE NORTHEAST ON THE EASTERLY LINE OF SAID NORTH WIND PLACE ADDITION UNIT NO. 1, A DISTANCE OF 581.45 FEET MORE OR LESS; THENCE NORTH CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 119.62 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID NORTH WIND PLACE ADDITION UNIT NO. 1 AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 101 AT PAGE 1022; THENCE NORTH ON THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE 748.26 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF CARL EHLEH'S ADDITION; THENCE NORTH ON THE EASTERLY LINE OF SAID CARL EHLEH'S ADDITION, A DISTANCE OF 405.64 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID CARL EHLEH'S ADDITION AND TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 104 AT PAGE 698; THENCE NORTH ON THE EAST LINE OF SAID TRACK OF LAND, A DISTANCE OF 535.80 FEET MORE OR LESS TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF N JACKSON ST (ALTERNATE US-77 HIGHWAY); THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2200 FEET MORE OR LESS TO THE NORTHEAST CORNER OF J J MARINE ADDITION; THENCE WEST ON THE NORTH LINE OF SAID J J MARINE ADDITION, A DISTANCE OF 307.95 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID J J MARINE ADDITION; THENCE SOUTH ON THE WEST LINE OF SAID J J MARINE ADDITION, A DISTANCE OF 271.68 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID J J MARINE ADDITION; THENCE EAST ON THE SOUTH LINE OF SAID J J MARINE ADDITION, A DISTANCE OF 382.01 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID J J MARINE ADDITION AND THE

WESTERLY RIGHT-OF-WAY OF SAID N JACKSON ST; THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 560 FEET MORE OR LESS TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 79 AT PAGE 827; THENCE SOUTHWEST ON THE NORTHWESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 552.5 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTHEAST ON THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 192.37 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND; THENCE EAST ON THE SOUTHERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 528.5 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND AND SAID WESTERLY RIGHT-OF-WAY LINE OF N JACKSON ST; THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60 FEET MORE OR LESS TO THE NORTHEAST CORNER OF RATTS ADDITION; THENCE WEST ON THE NORTH LINE OF SAID RATTS ADDITION, A DISTANCE OF 348.90 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID RATTS ADDITION; THENCE SOUTH ON THE WEST LINE OF SAID RATTS ADDITION, A DISTANCE OF 282.00 FEET TO THE SOUTHWEST CORNER OF SAID RATTS ADDITION; THENCE EAST ON THE SOUTH LINE OF SAID RATTS ADDITION, A DISTANCE OF 341.70 FEET TO THE SOUTHEAST CORNER OF SAID RATTS ADDITION AND SAID WESTERLY RIGHT-OF-WAY LINE OF N JACKSON ST; THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1420 FEET MORE OR LESS TO THE NORTH LINE OF CUDDY'S ADDITION; THENCE WEST ON THE NORTH LINE OF SAID CUDDY'S ADDITION, A DISTANCE OF 870 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF BLOCK 1 OF SAID 14TH STREET COMMONS; THENCE NORTH ON THE EASTERLY LINE OF SAID BLOCK 1, A DISTANCE OF 252.91 FEET MORE OR LESS; THENCE NORTHWEST CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 172.09 FEET MORE OR LESS; THENCE WEST CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 167.97 FEET MORE OR LESS; THENCE NORTHWEST CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 172.09 FEET MORE OR LESS; THENCE NORTH CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 317.22 FEET MORE OR LESS; THENCE NORTHWEST CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 496.04 FEET MORE OR LESS; THENCE NORTHWEST CONTINUING ON SAID EASTERLY LINE, A DISTANCE OF 223.74 FEET MORE OR LESS; THENCE WEST ON THE NORTH LINE OF SAID 14TH STREET COMMONS, A DISTANCE OF 191.46 FEET MORE OR LESS; THENCE SOUTHWEST ON THE WESTERLY LINE OF SAID 14TH STREET COMMONS, A DISTANCE OF 779.80 FEET MORE OR LESS TO THE POINT OF BEGINNING.

19. **East Wastewater Treatment Plant, 927 Grant Avenue:** All those parts of Government Lots 3, 4 & 5 in Special Section 3, Township 11 South Range 5 East of the Sixth Principal Meridian, in Geary County, Kansas, described as follows: Commencing at the intersection of the Southeasterly line of that certain first described parcel of land heretofore conveyed by Union Pacific Railroad Company to State of Kansas for widening Grant Avenue by quitclaim deed dated May 9, 1939, with the northeasterly line of Government Lot 6 in said Special Section 3, which is 370.9 feet, more or less, distant northwesterly from the center line of the northwesterly or westbound main track of the Union Pacific Railroad Company as now constructed, and operated, measured along the northeasterly line and said northeasterly line produced of said Lot 6; thence S33°05'W along the southeasterly line of said parcel of land heretofore conveyed for widening Grant Avenue a distance of 627.16 feet to an angle point; thence S66°20' W along said southeasterly line of parcel of land heretofore conveyed for widening Grant Avenue a distance of 191.5 feet to the true point of beginning of the parcel of land hereby described; thence S33°05' W a distance of 654 feet, more or less, to a point in the

south line of said Special Section 3; thence westerly along the south line of said Special Section 3 a distance of 800 feet, more or less, to a point in the southeasterly line of said parcel of land heretofore conveyed for widening Grant Avenue by said deed dated May 9, 1939; thence N66°20' E along the southeasterly line of said parcel of land heretofore conveyed for widening Grant Avenue a distance of 233.18 feet to a corner; thence N23°40' W along the southeasterly line of said parcel of land heretofore conveyed for widening Grant Avenue a distance of 25 feet to a corner; thence N66°20' E a distance of 1035 feet, more or less, to the true point of beginning; containing an area of 5.3 acres, more or less.

20. Southwest Wastewater Treatment Plant, 3200 Industrial Park: Lot 1, a Replat of Lot 7 and a Portion of Lots 8 & 9 of a Replat of I-70 Industrial Park West Addition of Junction City, Geary County, Kansas.

21. Junction City Water Plant, 2101 North Jackson Street: Lot 1, Block 1 Schmedemann Addition of Junction City, Geary County, Kansas.

SECTION 2. REASONS FOR EXEMPTING MUNICIPAL BUILDINGS. As required by Section 2(i) of the Law, the reasons for exempting the municipal buildings listed in Section 1 above from the provisions of Section 2 of the Law are as follows:

Section 2(i) of the Law authorizes the City to seek such an exemption.

The Governing Body of the City has determined that exempting its municipal buildings from the requirements of Section 2 of the Law in the best interest of the community based on public safety issues related to carrying of concealed firearms in City buildings.

The four year exemption will afford the City additional time to review public safety issues related to the carrying of concealed firearms in City buildings.

A security plan has been developed for the buildings being exempted which supplies adequate security to the occupants of the buildings and merits the prohibition of the carrying of a concealed handgun as authorized by the personal and family protection act.

SECTION 3. SECURITY PLAN ADEQUACY STATEMENT. A security plan has been developed for the building exempted which supplies adequate security to the occupants of the building and merits the prohibition of the carrying of a concealed handgun as authorized by the personal and family protection act.

APPROVED BY Junction City Commission on this 3rd day of December, 2013.

APPROVED AND SIGNED by the Mayor of the CITY OF JUNCTION CITY, Kansas, this 3rd day of December 2013.

Cecil Aska, Mayor

ATTEST:

Tyler Ficken, City Clerk

(CITY SEAL)

I certify that a copy of this Resolution was served on the following persons by sending a copy by first-class mail, United States postage prepaid, on this ____ day of December 2013:

Derek Schmidt
Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, KS 66612

Tim Brown
Chief of Police
210 East Ninth Street
Junction City, Kansas 66441

Tyler Ficken, City Clerk